Filing at a Glance

Company:	ProAssurance Casualty Company
Product Name:	Dental and Oral Surgeon Professional Liability Program
State:	Illinois
TOI:	11.0 Medical Malpractice - Claims Made/Occurrence
Sub-TOI:	11.0007 Dentists - Oral Surgeons
Filing Type:	Rate/Rule
Date Submitted:	02/28/2013
SERFF Tr Num:	PCWA-128910054
SERFF Status:	Closed-Filed
State Tr Num:	PCWA-128910054
State Status:	
Co Tr Num:	IL-2059-D
Effective Date Requested (New):	12/01/2013
Effective Date Requested (Renewal):	12/01/2013
Author(s):	Brenda Landers, Judy Shepperd, Janet Fox
Reviewer(s):	Gayle Neuman (primary), Neetha Mamoottile, Caryn Carmean
Disposition Date:	06/20/2013
Disposition Status:	Filed
Effective Date (New):	12/01/2013
Effective Date (Renewal):	12/01/2013

State Filing Description:
ROUTED 5/10/13

State: Illinois **Filing Company:** ProAssurance Casualty Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons
Product Name: Dental and Oral Surgeon Professional Liability Program
Project Name/Number: /

General Information

Project Name:
Project Number:
Reference Organization:
Reference Title:
Filing Status Changed: 06/20/2013
State Status Changed:
Created By: Judy Shepperd
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Not Filed
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:
Submitted By: Judy Shepperd

Filing Description:

Please find enclosed for your review the Dentist and Oral Surgeon Professional Liability Program's Rates and Rules Manual. I request the effective date of June 1, 2013 for this filing submission.

ProAssurance is separating coverage, on a countrywide basis, of its dental and oral surgeon insureds from the current filed Healthcare Professional Liability Program. The Dentist and Oral Surgeon Professional Liability Program has a new format, new dental class plan and the addition of sedation and anesthesiology surcharges.

A separate filing will be submitted for policy forms unique to the program.

Please contact me if you have any questions during the review process.

Company and Contact

Filing Contact Information

Judy Shepperd, Senior Compliance Specialist
1221 South Mopac Expressway
Suite 200
Austin, TX 78746

jshepperd@proassurance.com

512-314-4396 [Phone]
512-314-4398 [FAX]

Filing Company Information

ProAssurance Casualty Company
100 Brookwood Place
Birmingham, AL 35209
(205) 877-4426 ext. [Phone]

CoCode: 38954
Group Code: 2698
Group Name: ProAssurance
FEIN Number: 38-2317569

State of Domicile: Michigan
Company Type: Property & Casualty
State ID Number: 12

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State Specific

State: Illinois **Filing Company:** ProAssurance Casualty Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons
Product Name: Dental and Oral Surgeon Professional Liability Program
Project Name/Number: /

Refer to our checklists prior to submitting filing (http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm).: Acknowledged
Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: Acknowledged
NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABLITY, CROP HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc. : http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp .: N/A
Medical Malpractice rates/rules may now be submitted using SERFF effective January 1, 2012.: Filing attached
The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.": N/A
When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: N/A

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	06/20/2013	06/20/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	04/30/2013	04/30/2013

Response Letters

Responded By	Created On	Date Submitted
Janet Fox	05/10/2013	05/10/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Date Change	Note To Reviewer	Judy Shepperd	06/18/2013	06/18/2013
effective date	Note To Filer	Gayle Neuman	06/13/2013	06/13/2013
Potential Change in Effective Date	Note To Reviewer	Janet Fox	05/30/2013	05/30/2013
Actuarial Review Complete	Reviewer Note	Caryn Carmean	06/13/2013	

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 06/20/2013
Effective Date (New): 12/01/2013
Effective Date (Renewal): 12/01/2013
Status: Filed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
ProAssurance Casualty Company	103.600%	19.300%	$194,269	628	$1,006,577	45.700%	-40.800%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		No
Supporting Document	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Certification		Yes
Supporting Document	Request to Maintain Data as Trade Secret Information		Yes
Supporting Document	Manual		Yes
Rate (revised)	Countrywide Manual-Dentists and Oral Surgeons		Yes
Rate	Countrywide Manual-Dentists and Oral Surgeons		Yes
Rate (revised)	Ilinois Dental State Rate Section		Yes
Rate	Ilinois Dental State Rate Section		Yes
Rate (revised)	Illinois State Rules and Exceptions Manual		Yes
Rate	Illinois State Rules and Exceptions Manual		Yes

State: Illinois **Filing Company:** ProAssurance Casualty Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons
Product Name: Dental and Oral Surgeon Professional Liability Program
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/30/2013
Submitted Date	04/30/2013
Respond By Date	05/14/2013

Dear Judy Shepperd,

Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

On page 4 of the manual under I. Rates and Premium Calculations under section A, the third paragraph needs the word "million" between $3 and policy.

Illinois does not allow consent-to-rate. The company can file an individual risk filing if appropriate.

Unless applied to every policy, the Net of Commission Rule can be viewed as a rebate and therefore is not allowed.

On page 5 of the manual under II. Cancellations, section C should be removed. The company cannot cancel the policy without giving the appropriate notice for cancellation.

Conclusion:

Sign up to get e-mail notification for updates to the Department's website. http://insurance.illinois.gov/RSS/

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	05/10/2013
Submitted Date	05/10/2013

Dear Gayle Neuman,

Introduction:

Response 1

Comments:

SERFF Tracking #:	PCWA-128910054	**State Tracking #:**	PCWA-128910054	**Company Tracking #:**	IL-2059-D

State:	Illinois	**Filing Company:**	ProAssurance Casualty Company
TOI/Sub-TOI:	11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons		
Product Name:	Dental and Oral Surgeon Professional Liability Program		
Project Name/Number:	/		

1. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

Response: Yes, we use Independent Statistical Service, Inc.

2. On page 4 of the manual under I. Rates and Premium Calculations under section A, the third paragraph needs the word "million" between $3 and policy.

Response: This has been corrected in the May 2013 Countrywide Manual (attached).

3. Illinois does not allow consent-to-rate. The company can file an individual risk filing if appropriate.

Response: This Rule has been corrected in the May 2013 Supplement to Dentists and Oral Surgeons Underwriting Rules Manual State of Illinois (attached). Please note that this State Supplement combines and replaces the Dental State Rates Section and Illinois Rules and Exceptions Manual originally included with this filing.

Please refer to Page 14, item 1. Non-standard risks will be considered on an individual risk filing basis.

We are also withdrawing the Consent to Rate Agreement (form PRA-DOS-203 05 12) from the forms filing which was submitted concurrently with this rate/rule filing.

4. Unless applied to every policy, the Net of Commission Rule can be viewed as a rebate and therefore is not allowed.

Response: This Rule has been removed via the May 2013 Supplement to Dentists and Oral Surgeons Underwriting Rules Manual State of Illinois. Please refer to Page 14, item 2.

5. On page 5 of the manual under II. Cancellations, section C should be removed. The company cannot cancel the policy without giving the appropriate notice for cancellation.

Response: This Rule has been corrected in the May 2013 Supplement to Dentists and Oral Surgeons Underwriting Rules Manual State of Illinois. Please refer to Page 14, item 3, where we clarify that the policy may be cancelled, subject to proper notice.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Countrywide Manual-Dentists and Oral Surgeons	Pages 1 to 21	Replacement		05/10/2013 By: Janet Fox
Previous Version					
1	*Countrywide Manual-Dentists and Oral Surgeons*	*Pages 1 to 21*	*New*		*02/28/2013* *By: Judy Shepperd*
2	Ilinois Dental State Rate Section	Pages 1 to 19	Withdrawn		05/10/2013 By: Janet Fox
Previous Version					
2	*Ilinois Dental State Rate Section*	*Pages 1 to 19*	*New*		*02/28/2013* *By: Judy Shepperd*
3	Illinois State Rules and Exceptions Manual	Pages 1 to 15	New		05/10/2013 By: Janet Fox
Previous Version					
3	*Illinois State Rules and Exceptions Manual*	*Pages 1 to 3*	*New*		*02/28/2013* *By: Judy Shepperd*

Conclusion:

Thank you for your review of this filing. Please let us know if you have any additional questions.

Sincerely,

Janet Fox

State: *Illinois* ***Filing Company:*** *ProAssurance Casualty Company*
TOI/Sub-TOI: *11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*
Product Name: *Dental and Oral Surgeon Professional Liability Program*
Project Name/Number: */*

Note To Reviewer

Created By:

Judy Shepperd on 06/18/2013 09:40 AM

Last Edited By:

Gayle Neuman

Submitted On:

06/20/2013 01:52 PM

Subject:

Effective Date Change

Comments:

In response to your Filer Note dated 6/13/13, we are requesting to change the effective date to 12/1/2013. This will also be requested on the companion form filing.

State: *Illinois* ***Filing Company:*** *ProAssurance Casualty Company*
TOI/Sub-TOI: *11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*
Product Name: *Dental and Oral Surgeon Professional Liability Program*
Project Name/Number: */*

Note To Filer

Created By:

Gayle Neuman on 06/13/2013 01:04 PM

Last Edited By:

Gayle Neuman

Submitted On:

06/20/2013 01:52 PM

Subject:

effective date

Comments:

The Department of Insurance has completed its review of this filing. ProAssurance had requested the filing be effective October 1, 2013. Do you still want that effective date? Your prompt response is appreciated.

State: *Illinois* ***Filing Company:*** *ProAssurance Casualty Company*
TOI/Sub-TOI: *11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*
Product Name: *Dental and Oral Surgeon Professional Liability Program*
Project Name/Number: */*

Note To Reviewer

Created By:

Janet Fox on 05/30/2013 10:18 AM

Last Edited By:

Gayle Neuman

Submitted On:

06/20/2013 01:52 PM

Subject:

Potential Change in Effective Date

Comments:

Hello Gayle.

Depending on the timing of your approval of this filing, we may need to change the requested effective date.

We would be most appreciative if you could let us know when you're about to approve the filing so we can determine what the effective date should be.

Thank you.
Janet

State: *Illinois* ***Filing Company:*** *ProAssurance Casualty Company*
TOI/Sub-TOI: *11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*
Product Name: *Dental and Oral Surgeon Professional Liability Program*
Project Name/Number: */*

Reviewer Note

Created By:

Caryn Carmean on 06/13/2013 12:33 PM

Last Edited By:

Gayle Neuman

Submitted On:

06/20/2013 01:52 PM

Subject:

Actuarial Review Complete

Comments:

We have no concerns.

State: *Illinois* ***Filing Company:*** *ProAssurance Casualty Company*
TOI/Sub-TOI: *11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*
Product Name: *Dental and Oral Surgeon Professional Liability Program*
Project Name/Number: */*

Post Submission Update Request Processed On 03/26/2013

Status:	Allowed
Created By:	Judy Shepperd
Processed By:	Gayle Neuman
Comments:	

General Information:

Field Name	Requested Change	Prior Value
Effective Date Requested (New)	10/01/2013	06/01/2013
Effective Date Requested (Renew)	10/01/2013	06/01/2013

State: *Illinois* ***Filing Company:*** *ProAssurance Casualty Company*
TOI/Sub-TOI: *11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*
Product Name: *Dental and Oral Surgeon Professional Liability Program*
Project Name/Number: */*

Post Submission Update Request Processed On 06/20/2013

Status:	Allowed
Created By:	Judy Shepperd
Processed By:	Gayle Neuman
Comments:	

General Information:

Field Name	Requested Change	Prior Value
Effective Date Requested (New)	12/01/2013	10/01/2013
Effective Date Requested (Renew)	12/01/2013	10/01/2013

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Rate Information

Rate data applies to filing.

Filing Method:	File and Use
Rate Change Type:	Increase
Overall Percentage of Last Rate Revision:	0.000%
Effective Date of Last Rate Revision:	01/01/2012
Filing Method of Last Filing:	File and Use

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
ProAssurance Casualty Company	103.600%	19.300%	$194,269	628	$1,006,577	45.700%	-40.800%

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Countrywide Manual-Dentists and Oral Surgeons	Pages 1 to 21	Replacement		May 2013 Dentists and Oral Surgeons Countrywide Manual.pdf
2		Ilinois Dental State Rate Section	Pages 1 to 19	Withdrawn		
3		Illinois State Rules and Exceptions Manual	Pages 1 to 15	New		Dental Manual State Supplement - Illinois 05 13 (Rev. 5-9-2013).pdf

PROASSURANCE®

Treated Fairly

DENTISTS AND ORAL SURGEONS

UNDERWRITING RULES MANUAL

COUNTRYWIDE MANUAL

TABLE OF CONTENTS

* *

SECTION 1

INTRODUCTION

INTRODUCTION

This manual contains the classifications and rates governing the underwriting of Dentists and Oral Surgeons Professional Liability Insurance by ProAssurance Indemnity Company, Inc., or ProAssurance Casualty Company, hereinafter referred to as "the Company."

I. RATES AND PREMIUM CALCULATIONS

A. Rates will apply on a per incident and annual aggregate basis. The rates for the premium classifications selected by the Company or any special situations not delineated herein are those described in the State Rates Section, with a minimum premium as described in the State Rates Section. If an individual's practice involves two or more rating territories or rating classifications, the highest rating territory or classification applies. If the practice is located in more than one state, and limited to incidental exposure of less than ten percent (10%) of the total practices procedures, the incidental exposure may be waived by the Company. Endorsements adding risks/exposures mid-term will be rated in accordance with the Rates and Rules in effect as of the endorsement effective date.

Subject to Section 2., IV (Rate Adjustments for Changes in Exposure—Claims-Made and Retroactive Coverage) of this manual, endorsements effecting changes on risks/exposures currently insured will be rated using the Rules (e.g., rating classification, limits of liability and rating territory) in effect on the date of the change combined with the rates in effect on the later date of either i) the policy term effective date or ii) risk effective date.

Primary limits of liability are offered, as shown in the State Rates Section, up to $1 million per claim $3 million policy aggregate.

Excess limits of liability are available as shown in the State Rates Section. Excess limits premium shall be derived by applying the appropriate factor in the rate pages to the appropriate primary premium. Excess limits are only offered above underlying limits of $1,000,000.

These factors are based upon negotiated reinsurance agreements. Deviation from these factors up to 25% based upon negotiated agreements with reinsurers and/or underwriting judgment may apply.

B. Refer to the Company:
   a. Agents should refer to the Company any group practice with 10 or more Dentists or Oral Surgeons in the practice.
   b. Group practices with 20 or more practicing Dentists or Oral Surgeons will be individually (a) rated based on the practice characteristics and loss experience.

C. Non-Standard Risks:
Individuals rejected for standard coverage by the Company may be individually considered for coverage at an additional premium charge or other applicable coverage conditions and limitations on an individually agreed, consent-to-rate basis.

D. Whole Dollar Premium Rule:
The premiums appearing in the State Rates Section have been rounded to the nearest whole dollar. This procedure shall also apply to all interim premium adjustments, including endorsements or cancellations. A premium involving $.50 or over, shall be rounded to the next higher whole dollar.

E. Net of Commission Rule:
In the event an agent chooses to forgo all commission and work on a fee basis, rating may be computed by reducing the base rate by the commission percentage that was otherwise payable.

II. CANCELLATIONS

Cancellations shall be made only within the parameters established by the State of policy issuance as framed in the Cancellation provisions of the policy including any State-specific endorsement thereto.

A. By the Company: The earned premium shall be determined on a "pro rata" basis.

B. By the Insured: The earned premium may be determined on a "short rate" basis if the entire policy is cancelled. Pro-rata calculation shall be used if a portion of the coverages or risks are cancelled but other portions of the policy remains in force. "Short rate" calculation means that total earned premium shall equal actual earned premium as of the date of cancellation plus a short rate penalty equal to ten percent (10%) of unearned premium for the remainder of the policy period.

C. Removal from the State: Subject to state provisions, the policy may be canceled by the Company after the insured no longer maintains at least 75% of his/her dental practice within the state of issuance, regardless of whether notice has been given by the insured.

III. PREMIUM PAYMENTS

1. Annual Payment Plan – The premium must be paid in full prior to the inception date of the policy. A discount will be applied if the insured pays the premium in full prior to the inception date of the policy. This discount is not available if the initial policy term is less than six months. If the full premium is not received by the Company by the policy effective date, the discount will be withdrawn, the policy will be rated without the discount and the insured will be billed for the additional premium. Refer to the State Rates Section for the Annual Payment Plan discount.
2. Semi-Annual Payment Plan – 60% of the premium must be paid prior to the policy inception date and one installment of 40% is due six months after inception.
3. Quarterly Payment Plan – 35% of the premium must be paid prior to the policy inception date, with second and third quarterly payments of 25% each and a final quarterly payment of 15%.
4. Nine Payment Plan – 20% down and eight consecutive monthly installments of 10% each. This plan requires that the policyholder participate in the Electronic Payment Plan in which premiums are automatically deducted from the policyholder's bank account.

No finance charges or fees apply to these payment plans. The option to pay premium on other than the Annual Payment Plan may be withdrawn by the Company if the insured has failed to make premium payments when due.

SECTION 2

CLASSIFICATION AND/OR RATING MODIFICATIONS AND PROCEDURES

CLASSIFICATION AND/OR RATING MODIFICATIONS

I. PART-TIME, SEMI-RETIRED PROFESSIONALS AND MOONLIGHTING

The Part-Time Discount, as shown in the State Rates Section, is available to Dentists and Oral Surgeons:

A. who practice 20 hours or less per week due to family needs (caring for young children and/or ill or disabled family members); or
B. who are required to practice on a reduced basis as a result of a physical or medical condition, with the company's approval.

This discount is intended to more accurately rate the insured who practices his specialty on a limited basis. Practice hours of dentists receiving the Part-Time Discount are subject to random audit by the Company.

Dentists and Oral Surgeons who perform covered "moonlighting" activities may be eligible to be insured and receive the rate credit as identified in the State Rates Section.

Covered "moonlighting" activities include Dentists and Oral Surgeons:

A. in active, full-time military service requesting coverage for outside activities;
B. full-time Federal Government employed dentists and oral surgeons (such as V.A. Hospital employees) requesting coverage for outside activities; and
C. residents or fellows currently attending their training program who are requesting coverage for outside activities but only while they are enrolled in such program.

II. LOCUM TENENS

Locum tenens coverage for each insured professional or insured paramedical employee is provided at no additional charge for up to 45 days in any policy year and provides a shared limit with the insured. The locum tenens may cover multiple insured professionals up to a total of ninety (90) days during the policy period.

III. ADDITIONAL INSURED

An Additional Insured Endorsement may be included for vicarious liability arising out of professional services of an insured dentist or oral surgeon. The Additional Insured Endorsement will list each additional insured and a premium for each additional insured will be determined by application of the rating factor included in the State Rates Section.

IV. FULL-TIME EQUIVALENT RATING

Rating of certain multi-dentist groups may, at the Company's option, be determined on a full-time equivalent (FTE) unit basis. Under this rating method, policies may be issued to positions with individuals who may fill such positions identified rather than being issued to specific individuals. An FTE rate will be determined based upon the filed and approved rate for a given classification of dentists but will be allocated based upon either the number of average hours of practice for a given specialty or the average number of patient contacts/visits in a 12 month period.

All FTE rated applications shall be referred to the Company.

IV. RATE ADJUSTMENTS FOR CHANGES IN EXPOSURE -- CLAIMS-MADE AND RETROACTIVE COVERAGE

A. Claims-Made Coverage

The calculations for changes in exposure may be performed by taking the difference between claims-made rates for each period of differing exposures. These calculations are appropriate for changes in practice specialty, changes in rating territory or practice in other states, changes between part-time and full-time practice, and other changes that would affect a calculated rate. Currently approved rates, classification tables and discount or surcharge factors for the appropriate state(s) are used. This method can be generalized by using the following formula to calculate a rate for the upcoming year.

1. Rate for current practice, determined using a retroactive date equal to the date that the *current* practice patterns began,

2. plus rate for prior practice, determined using a retroactive date equal to the date that the *previous* practice patterns began,

3. less rate for prior practice, determined using a retroactive date equal to the date that the *current* practice patterns began.

This method is applied in a similar manner if more than one practice change occurred during the previous four years, and the components are pro-rated if the change occurred at a date other than the policy anniversary date.

Although this method of adjusting rates is designed to accommodate most situations, changes in dental practice often result from increasing or decreasing patient loads, additional dental training, relocation of the practice, gradual reduction in practice nearing retirement and other underwriting factors which affect the risk of loss. As a result, the Company may choose to waive the exposure change adjustment process in specific situations, thereby utilizing the current rating variables without modification. Conversely, a debit under the Scheduled Rating Plan may be applied at the underwriter's discretion, based on more than five years of practice in specialties with long claim emergence patterns, such as Pediatric dentistry or Oral Surgery.

B. Prior Acts Coverage

When prior acts coverage is provided, the same method is utilized, as if the insured had been with the Company during the prior acts period. Practice information regarding the prior acts period is obtained from the insurance application.

C. Occurrence Coverage

The calculations for changes in exposure are performed by prorating the rates for the periods of differing exposures. These calculations are appropriate for changes in practice specialty, changes in rating territory or practice in other states, changes between part-time and full-time practice, and other changes that would affect a calculated rate. Currently approved rates, classification tables and discount or surcharge factors for the appropriate state(s) are used.

Although this method of adjusting rates is designed to accommodate most situations, changes in dental practice often result from increasing or decreasing patient loads, additional dental training, relocation of the practice, gradual reduction in practice nearing retirement and other underwriting factors which affect the risk of loss.

V. REPORTING ENDORSEMENTS (Claims-made only)

A. Reporting Endorsement Premium Calculation

With respect to calculation of Reporting Endorsement premium, the only credits/discounts that apply are the Part-Time Discount and Deductibles credit. All debit/surcharges will apply to Reporting Endorsement premium calculations. With respect to risks or exposures written on a consent-to-rate basis, (a) rated basis or Full-Time Equivalent Rating basis at the time the Reporting Endorsement is issued, Reporting Endorsement premium will be calculated on that same basis. If the policy is terminated during the first year, pro-rate the tail premium. For terminations during the second, third or fourth claims-made policy year, blend the applicable tail factors. The Company may refuse to offer deductible options for premium credit on reporting endorsements in the case of insufficient securitization.

B. Waiver of Reporting Endorsement Premium

The premium for the reporting endorsement may be waived as provided by the contract in force or at the discretion of the Company.

VI. RATE CHANGE AMELIORATION

In situations where a rate change affects a single specialty by greater than 30%, a credit up to 25% may be applied to the new premium for an affected insured to lessen the single year impact of such a significant increase if, based on the underwriter's evaluation of the quality of the risk, such consideration is warranted. The underwriter will consider training and experience, longevity with the company, practice situation and claims history when making any such recommendation. Management approval is required.

SECTION 3
PROFESSIONAL LIABILITY DISCOUNTS

PROFESSIONAL LIABILITY DISCOUNTS

I. NEW DENTIST DISCOUNT

A Dentist or Oral Surgeon is eligible for a New Dentist Discount, as shown in the State Rates Section, when he or she initially begins practicing. This discount only applies to a Dentist or Oral Surgeon that begins practicing after graduation of dental school or completion of a residency program. If a residency program was completed, this credit will apply, provided the Dentist or Oral Surgeon completed the residency program immediately following graduation from dental school and did not previously practice dentistry outside the clinical responsibilities as a resident. The New Dentist Discount is not applicable to Dentists or Oral Surgeons who have previously practiced and subsequently take a leave of absence for personal reasons.

This credit will apply for the first three years of practice. The minimum policy premium does not apply when the New Dentist Discount is included.

II. FACULTY DENTIST DISCOUNT

This discount will apply to practicing dentists who are faculty members at an accredited dental school. The amount of the credit, as shown in the State Rates Section, will be based on the amount of hours spent teaching at the school as follows:

Full Time – 32 hours or more per week,
Half Time – 16 to 31 hours per week, or
Part Time – 15 hours per week or less.

To qualify for this credit the applicant must provide a copy of his/her letter of faculty appointment.

III. ASSOCIATION AND MEMBERSHIP CREDIT

This discount, as shown in the State Rates Section, will apply to practicing dentists who are a member of a nationally recognized organization that provides educational and practice management resources. This discount will apply to the American Dental Association (ADA) and the Academy of General Dentistry (AGD).

AGD credits included are for Membership, Fellowship and Mastership. Fellowship requires at least 500 hours of approved CE credit and Mastership requires at least 1,000 of approved credit (400 hours in participation courses and 600 hours in specific disciplines).

IV. RISK MANAGEMENT CREDIT

Insured dentists who participate in risk management activities approved by the Company are eligible for the following:

A. Individual Risk Management Activities: Individual dentist insureds shall receive premium credits as indicated in the State Rates Section for completion, within the 12 months prior to the effective date of the policy being rated. A total of 2 hours of approved risk management courses sponsored by the Company must be completed or 2 hours of risk management courses provided by a recognized provider of the Academy of General Dentistry PACE program or American Dental Associations CERP program must be completed. The Company reserves the right to review and approve all non-company sponsored PACE or CERP risk management programs.

V. LONGEVITY CREDIT

The insured will be eligible to receive a credit, as shown in the State Rates Section, after being insured with the Company four continuous years with the credit increasing 1% per year up to a 10% maximum credit.

VI. WAIVER OF CONSENT TO SETTLE

If the insured elects to accept the Waiver of Consent to Settle Endorsement, a credit as shown in the State Rates Section will be applied. The insured must agree in writing to this provision. This credit will only be applied at issuance of a new policy or renewal.

VII. SCHEDULED RATING PROGRAM

The Company has determined that significant variability exists in the hazards faced by dentists engaged in the practice of dentistry. Exposure conditions vary with respect to:

Operational controls and procedure mix, such as but not limited to, mandatory referrals for extractions, use of consent forms, internal documentation practices, implant procedures and laser use and extraction of impacted third molars.

Practice characteristics, such as but not limited to, single versus multiple locations, degree of severity presented by area of specialization, volume of patient traffic, number of years of patient experience.

Loss control procedures, such as but not limited to training and retraining of all employees on the safest way to do their job; promoting safety awareness; conducting frequent safety inspections of all work areas; having an office safety program; using proper sterilization technique to ensure environmental is free from the possibility of contamination from blood-borne pathogens.

Claim peculiarities, such as but not limited to, who was responsible for the loss (Insured Dentist, Employee of Insured Dentist, Partner, Independent Contractor- this is for the respondeat superior or indemnity exposures); frequency or lack of administrative actions as peer review, office of professional discipline or dental board complaints; frequency or lack of claims for return of fees.

In order to recognize these and other factors affecting a particular practitioner or group practice, the Company may apply a debit or credit, as shown in the State Rates Section, to the otherwise applicable rate dependent upon the underwriter's overall evaluation of the risk.

VIII. DEDUCTIBLES

Deductibles, as shown in the State Rates Section, are available and apply to both indemnity payments and allocated loss adjustment payments. Supplemental payments, as provided in the policy form may, if indicated include a deductible. Deductibles are subject to approval by the company based on financial statements to be submitted by the insured and financial guarantees as may be required by the Company. Deductibles in the amount of $1,000, $2,500, $5,000 or $10,000 are available.

IX. GENERAL RULES

A. Discounts will only be applied to qualifying insureds at the initial issuance of such policy or at the next renewal date, with the exception of discounts that reflect significant reduction in practice exposure, such as Part Time Dentist, Disability or Leave of Absence and Faculty.

B. Corporate Liability premium will be determined after all discounts and surcharges have been applied.

SECTION 4

ADDITIONAL PRACTICE CHARGES AND COVERAGE

ADDITIONAL PRACTICE CHARGES

I. DENTAL SERVICES PROVIDED IN A STATE OUTSIDE THE STATE OF POLICY ISSUANCE

Insureds engaging in the routine care and treatment of patients outside the state in which the policy is issued may be subject to appropriate surcharge or credit based upon rates consistent with those charged for a like risk in said state.

II. PARTNERSHIP - CORPORATION - PROFESSIONAL ASSOCIATION COVERAGE

Coverage for partnerships, corporations, or professional associations may be written with a separate limit of liability. The premium charge will be a percentage of the sum of each member dentist's net individual premium according to the State Rates Section. The minimum premium charge for this coverage is $100. However, this minimum premium may be waived for a specific market or program applying to eligible members of an association. For each member dentist not individually insured by the Company, a premium charge will be determined by the rating factors indicated on the state rate page of the appropriate specialty rate if the Company agrees to provide such coverage. In order for the entity to be eligible for coverage under the separate policy, the Company must insure all member dentists, or at least 50% of the dentist members must be insured by the Company and the remaining dentists must be insured by another professional liability program acceptable to the Company. For dental practices that have only one practicing dentist, separate limits of coverage will not be available; however a shared limit will be issued upon request without additional charge.

III. PARTNERSHIP–CORPORATION-PROFESSIONAL ASSOCIATION EXTENDED REPORTING ENDORSEMENT COVERAGE

Partnerships, corporations, or professional associations that purchase a separate limit of liability may be eligible to purchase an Extended Reporting Endorsement upon cancellation of the coverage. The premium charge for the entity extended reporting endorsement will be a percentage of the sum of each member dentist's net individual reporting endorsement premium, based on the number of insureds and the table located in the State Rates Section for Partnership-Corporation-Professional Association Coverage.

IV. LOSS EXPERIENCE PROGRAM

A. Loss Free Discount

A Dentist or Oral Surgeon will be considered loss free for purposes of this credit program if no single claim resulted in an indemnity payment of more than $3,000 during the Evaluation Period. Only claims reported during the Evaluation Period shall be included in measuring the payment and reserve criteria stated above. The Evaluation Period shall end on the effective date of the policy period to be rated. The Evaluation Period shall begin no earlier than the time when the Dentist or Oral Surgeon first begins the practice of dentistry following formal training (residency or a continuous period of residency and fellowships). The Company will review the claims history of each insured or applicant for the purpose of evaluating the applicability of each claim based upon the facts and circumstances of specific claims. Reported incidents that do not involve a demand for damages by a third party will not be included in the evaluation.

Credits will be applied or removed at policy inception or renewal only. Inclusion of claims history with prior carriers is subject to presentation of information acceptable to the Company. The determination of claims to be included and payment or reserve amounts to be considered will be based upon information available at the time the policy is rated, typically 60 to 90 days prior to effective date.

B. Loss Experience Debit

If a Dentist or Oral Surgeon has had a chargeable loss, a debit will be applied based on the number of claims and cost of chargeable losses. A chargeable loss under this section is defined as the total of all indemnity payments and allocated loss adjustment payments plus all reserves for indemnity and allocated loss adjustment expenses. If the insured has only one loss in the Evaluation Period, and that loss has resulted in no indemnity payment, it will not be considered a chargeable loss. The amount of the chargeable loss will be determined at the time the loss has been settled.

In section A. and B. above, the Evaluation Period is ten years for the Loss Free discount and five years for the Loss Experience Debit. Refer to the State Rates Section for the applicable discount and debit factors.

V. PRACTICEGUARD FOR DENTISTS

Coverage is provided for all Dentists and Oral Surgeons, as described in the manual, with limited exception. In consideration of, and to adhere to the Companies reinsurance agreement for this specific coverage, the following exceptions apply:

A. no coverage will be offered or available for Automatic or Optional Coverage, described below, for Dentists or Oral Surgeons who work twenty (20) hours or less per week, or less than an aggregate of 1,046 hours per during the policy year;
B. no coverage will be offered or available to any Dentist or Oral Surgeon, under Optional coverage, who at new or renewal policy inception, has reached an age of sixty five (65) years old;
C. this coverage applies only for the insured(s) Dentist or Oral Surgeon described and listed on the Coverage Summary and will not apply to a temporary substitute dentist (Locum Tenens) or any other employee including other licensed or non-licensed healthcare employees such as dental hygienists or dental assistants; and
D. is not available for group policies with more than 10 dentists.

Coverage Descriptions

A. Automatic Coverage

Automatic Coverage is provided for all Dentists and Oral Surgeons, except part time dentists as described in VI. A., located above, for business overhead, reimbursement of cost to find and hire a replacement, accidental death and permanent or total disability. The limit of coverage is $25,000 for automatic coverage.

B. Optional Coverage

Optional Coverage is available for an additional premium and increases the limit of coverage from $25,000 to $50,000. The increased limit of coverage applies only to reimbursement of cost to find and hire a replacement, accidental death and permanent or total disability.

Rates in the State Rates Section reflect a flat rate charged per eligible insured professional for this coverage and are fully earned. If Optional Coverage is requested, it must apply to all eligible insured professionals listed on the coverage summary. If any insured professional listed on the coverage summary is not eligible due to age requirements, Optional Coverage will not be offered. It is not subject to any other classification factors or rating factors including the schedule rating plan.

Rates for this coverage are flat charges and are not subject to any rating factors or scheduled rating.

VI. DENTAL SCHOOL COVERAGE

Coverage may be extended to named Dental Schools to provide coverage for the named organization current and former faculty, residents, students and employees.

VII. DENTAL BOARD EXAMINATION AND INTERVIEW COVERAGE

Dental students taking their licensing examinations will be offered occurrence coverage for their exposure while taking a dental licensing board examination and for interviewing for a position for a limited time after passing the state dental board examination. Coverage will be provided at limits of $1,000,000 per incident, $3,000,000 aggregate. The policy definition of professional services referred to in the policy is limited to only those services rendered by the insured during a dental board examination or interviewing for employment after successful completion of the board examination, provided the newly licensed does not receive any remuneration (excluding reimbursement of travel and lodging) for the interview.

A flat premium charge per examinee will be charged to cover the exposure. In addition, if the examinee obtains professional liability coverage with the Company after obtaining his/her license to practice dentistry, the Company will apply this fee as a reduction to the insured's first-year premium. The dentist's first professional liability policy to insure his/her full-time dental practice must be purchased from the Company in order to receive that premium reduction.

No premium credits or premium modification factors are applicable to this coverage.

VIII. GROUP PRACTICE MODIFICATION PLAN

Credits or debits for groups will be determined annually on the basis of our evaluation of each individual group's risk profile, which assesses such characteristics as changes in maturity, number of dental providers, specialty composition, management, employees, patient records, quality assurance, facilities, billing procedures and loss history. This credit will only be applied, at the discretion of the underwriter for dental groups of more than ten (10) dentists or Oral Surgeons. The group practice must be a corporation, partnership, joint venture, or limited partnership association.

Group Practice Primary Evaluation Criteria

1. Length of time entity has operated as a group.
2. Degree of specialization within the group.
3. Stability of members and locations.
4. Reputation and standard within the community served.
5. Promotional materials, advertising, sign on the door.
6. Hospitals where healthcare provider(s) has admitting privileges.

Group Practice Risk Profile

This risk profile should ascertain the level of the group's involvement and commitment in their effort to provide risk management. It is the Company's philosophy that the greater effort clinics use to reduce risk, the more awareness they have of methods to limit the exposure to malpractice litigation. If properly instituted, a good risk management program will:

1. Reduce the risk of malpractice claims by the recognition and elimination of problem areas;
2. Augment a defensible position;
3. Increase awareness of potential areas of risk;
4. Improve the standard of care;
5. Provide a mechanism for patient advocacy.

Group Practice Claims History Evaluation

This evaluation ascertains the level of the group's prior claims and loss history and to obtain the appropriate claim information and assess the liability, if any, of a healthcare provider. To make the assessment, identify the following factors:

1. Did the healthcare provider depart from the accepted standard of care? Did that departure result in injury, loss, or damage to the patient?
2. What was the opinion of the peer review committee, if any, or experts who reviewed the case as to the standard of care rendered?
3. Are there any patterns or trends noted in the healthcare provider's practice which could give rise to subsequent professional incidents, such as the same surgical procedure improperly performed, inadequate patient histories or workups, lack of informed consent, improper record keeping and documentation, etc.?
4. Assess the number of claims which have occurred from inception of the healthcare provider's practice. Evaluate those that have occurred against the nature of the insured's specialty.
5. If a renewal, review the claim representative's case summary, trial review or other evaluation report for their assessment of the merits of the case. Often the Litigation Specialist is in contact with the healthcare provider and is the most knowledgeable of the facts in the case. Did the healthcare provider cooperate with the Litigation Specialist and the Company in preparing the defense?

IX. SUSPENSION OF COVERAGE

If agreed to by the company, the premium for an insured dentist or oral surgeon who is eligible for the Suspension of Coverage benefit will be a percentage of the applicable premium that corresponds to the period of time during which the healthcare provider suspends coverage. The healthcare provider's premium will still account for any previous exposure that the healthcare provider faced.

The Suspension of Coverage provision will indicate the date on which the dentist or oral surgeon anticipates to return to practice. For rating purposes, this date will serve as the ending date of the suspension of coverage period. However, if the dentist or oral surgeon actually returns to active practice on a date that differs from this indicated date, we will adjust the premium to reflect the actual ending date of the suspension period. Upon returning to practice, the healthcare provider will receive an endorsement that will clearly specify the period of suspension of coverage. The premium credit will be determined by application of the rating factor included in the State Rates Section.

To be eligible, the period of suspension must be at least ninety (90) days and not exceed one (1) year. The dentist or oral surgeon, upon the request of the company, will provide evidence of the reason for the suspension of coverage such as medical treatment, family medical leave, military deployment or similar event.

Premium otherwise due for reserve military personnel, on temporary military deployment, will be waived by the company.

X. CONTRACTUAL LIABILITY

Contractual liability coverage may be included for liability assumed, by an insured, from a contract. The contractual obligation must arise out of professional services. This coverage includes agreements or contracts with a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), or other Managed Care Organization. The Contractual Liability Endorsement premium will be determined by application of the rating factor included in the State Rates Section for each insured contract.

SECTION 5

DENTAL PROFESSIONAL LIABILITY
SPECIALTY CODES AND DESCRIPTIONS

I. DENTAL SPECIALTY CLASSIFICATIONS

A. Class Plan Description

Class 1 - General Dentist or Specialists in Orthodontic, Pediatric Dentistry, Periodontics Prosthodontics or Endodontics not performing minor or major surgery.*

Class 2 - Any Dentist performing implants involving osseointegration or minor or major surgical procedures.* General Dentists or Specialists other than Oral Surgeons who allow (hosting) sedation outside of a hospital, but only if the sedation is administered by an Oral Surgeon, Dental or Medical Anesthesiologist or Certified Registered Nurse Anesthesiologist (CRNA).

Class 3 - Specialists in Oral Pathology or Dental Radiology.

Class 4 - Specialists in Oral and Maxillofacial Surgery or any Dentist performing major surgical procedures not included in Class 5 (administration of general anesthetic intended to cause unconsciousness must be administered in a hospital).

Class 5 - Specialist in Oral and Maxillofacial Surgery or any Dentist who administers, personally or by an employed/contracted anesthesiologist, any general anesthetic intended to cause unconsciousness if administrated outside of a hospital setting, excluding "hosting" dentists under Class 2. Any Dentist or Dental Specialist performing major surgical procedures and procedures not otherwise classified.

*Procedures do not include the administration of a general anesthetic intended to cause unconsciousness unless administrated in a hospital.

B. Dental Specialty Class

For General Dentists and Dental Specialist, included in Class 1 and Class 2, are further classified into the following sub-classifications identified as sub-class codes 01 through 07.

The following sub-classifications are included:

Sub-Class Code	Sub-Class Description
01	General Dentist
02	Board Eligible or Board Certified General Dentist
03	Periodontist
04	Prosthodontist
05	Endodontist
06	Orthodontist
07	Pediatric Dentist
08	Oral Pathologist
09	Oral Radiologist
10	Oral and Maxillofacial Surgeon

II. SEDATION AND ANETHESIA

Class 1 and class 2 contemplate procedures performed by General Dentists and Dental Specialists excluding Oral Surgeons and specialties identified in class 3. Additional modification for sedation and anesthesia are applicable to Dentist and Dental Specialists classified in class 1 and class 2.

Sedation and anesthesia is further defined as the following description and corresponding code:

01 Local Anesthesia and Nitrous Oxide – Nitrous Oxide is a typical agent used to render a patient semi-conscious but allowing the patient to maintain their airway.

02 Oral Premedication – the use of recognized pharmacological agents such as Valium to reduce anxiety. The patient is able to respond to verbal cues and independently maintain their airway.

03 Intravenous and Intramuscular (IV – IM) – the use of pharmacological agents administered either through injection or intravenously.

04 Conscious Sedation – sedation that induces an altered state of consciousness or semi-consciousness and minimizes pain and discomfort through the use of pain relievers and sedatives, or other drugs, but permits the patient to speak or respond to verbal cues and independently maintain their airway.

05 General Anesthesia – a controlled state of unconsciousness that eliminates awareness, movement and the patient's ability to respond.

General Dentist and Dental Specialist classified in Class 1, Class 2 or Class 3 are ineligible unless general anesthesia is administered by an Anesthesiologist or CRNA.

III. EXTRA ORAL NON-SURGICAL COSMETIC PROCEDURES

When permitted by the Dental Practice Act, coverage is automatically included for those Dentists and Oral Surgeons who elect to perform extra oral cosmetic procedures. The additional exposure, not contemplated in the rating, under the Class Plan Description, is subject to the premium factor as indicated in State Rates Section. This applies to non-surgical procedures such as Botox and other dermal fillers.

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SUPPLEMENT TO

DENTISTS AND ORAL SURGEONS

UNDERWRITING RULES MANUAL

STATE OF ILLINOIS

STATE RATES SECTION
STATE OF ILLINOIS

1. RATE TABLES

The following rate tables are based on limits selected per Claim and Policy Aggregate limits of liability. Classifications are also included as indicated in Section 5, Dental Professional Liability Specialty Codes and Descriptions of the Countrywide Manual, for Dental Specialty Classification and Sedation and Anesthesia. Rate table codes combine both the Class and Specialty.

Example C1_S01 represents a Class 1 dentist who is practicing as a General Dentist

Claims-Made Rates by Year

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

$100,000 / $300,000

Class Code	1	2	3	4	5+
C1_S01	510	771	945	1,084	1,224
C1_S02	510	771	945	1,084	1,224
C1_S03	510	771	945	1,084	1,224
C1_S04	510	771	945	1,084	1,224
C1_S05	510	771	945	1,084	1,224
C1_S06	510	771	945	1,084	1,224
C1_S07	510	771	945	1,084	1,224
C2_S01	587	909	1,123	1,284	1,446
C2_S02	587	909	1,123	1,284	1,446
C2_S03	587	909	1,123	1,284	1,446
C2_S04	587	909	1,123	1,284	1,446
C2_S05	587	909	1,123	1,284	1,446
C2_S06	587	909	1,123	1,284	1,446
C2_S07	587	909	1,123	1,284	1,446
C3_S08	1,298	2,167	2,746	3,111	3,475
C3_S09	1,298	2,167	2,746	3,111	3,475
C4_S10	2,086	3,564	4,549	5,139	5,729
C5_S10	2,242	3,839	4,904	5,538	6,172

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

$200,000 / $600,000

Class Code	1	2	3	4	5+
C1_S01	544	831	1,022	1,171	1,320
C1_S02	544	831	1,022	1,171	1,320
C1_S03	544	831	1,022	1,171	1,320
C1_S04	544	831	1,022	1,171	1,320
C1_S05	544	831	1,022	1,171	1,320
C1_S06	544	831	1,022	1,171	1,320
C1_S07	544	831	1,022	1,171	1,320
C2_S01	629	982	1,218	1,391	1,565
C2_S02	629	982	1,218	1,391	1,565
C2_S03	629	982	1,218	1,391	1,565
C2_S04	629	982	1,218	1,391	1,565
C2_S05	629	982	1,218	1,391	1,565
C2_S06	629	982	1,218	1,391	1,565
C2_S07	629	982	1,218	1,391	1,565
C3_S08	1,410	2,366	3,003	3,400	3,797
C3_S09	1,410	2,366	3,003	3,400	3,797
C4_S10	2,278	3,903	4,986	5,631	6,276
C5_S10	2,449	4,206	5,377	6,070	6,764

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

Class Code	$250,000 / $750,000 1	2	3	4	5+
C1_S01	565	868	1,070	1,226	1,381
C1_S02	565	868	1,070	1,226	1,381
C1_S03	565	868	1,070	1,226	1,381
C1_S04	565	868	1,070	1,226	1,381
C1_S05	565	868	1,070	1,226	1,381
C1_S06	565	868	1,070	1,226	1,381
C1_S07	565	868	1,070	1,226	1,381
C2_S01	655	1,028	1,277	1,458	1,639
C2_S02	655	1,028	1,277	1,458	1,639
C2_S03	655	1,028	1,277	1,458	1,639
C2_S04	655	1,028	1,277	1,458	1,639
C2_S05	655	1,028	1,277	1,458	1,639
C2_S06	655	1,028	1,277	1,458	1,639
C2_S07	655	1,028	1,277	1,458	1,639
C3_S08	1,481	2,491	3,164	3,581	3,998
C3_S09	1,481	2,491	3,164	3,581	3,998
C4_S10	2,398	4,115	5,260	5,939	6,618
C5_S10	2,578	4,435	5,673	6,403	7,133

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

	$500,000 / $1,500,000				
Class Code	1	2	3	4	5+
C1_S01	621	968	1,200	1,371	1,543
C1_S02	621	968	1,200	1,371	1,543
C1_S03	621	968	1,200	1,371	1,543
C1_S04	621	968	1,200	1,371	1,543
C1_S05	621	968	1,200	1,371	1,543
C1_S06	621	968	1,200	1,371	1,543
C1_S07	621	968	1,200	1,371	1,543
C2_S01	725	1,152	1,436	1,637	1,838
C2_S02	725	1,152	1,436	1,637	1,838
C2_S03	725	1,152	1,436	1,637	1,838
C2_S04	725	1,152	1,436	1,637	1,838
C2_S05	725	1,152	1,436	1,637	1,838
C2_S06	725	1,152	1,436	1,637	1,838
C2_S07	725	1,152	1,436	1,637	1,838
C3_S08	1,669	2,825	3,595	4,066	4,537
C3_S09	1,669	2,825	3,595	4,066	4,537
C4_S10	2,718	4,683	5,993	6,764	7,534
C5_S10	2,925	5,049	6,465	7,295	8,124

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

Class Code	$1,000,000 / $3,000,000 1	2	3	4	5+
C1_S01	696	1,100	1,370	1,563	1,755
C1_S02	696	1,100	1,370	1,563	1,755
C1_S03	696	1,100	1,370	1,563	1,755
C1_S04	696	1,100	1,370	1,563	1,755
C1_S05	696	1,100	1,370	1,563	1,755
C1_S06	696	1,100	1,370	1,563	1,755
C1_S07	696	1,100	1,370	1,563	1,755
C2_S01	816	1,314	1,646	1,873	2,100
C2_S02	816	1,314	1,646	1,873	2,100
C2_S03	816	1,314	1,646	1,873	2,100
C2_S04	816	1,314	1,646	1,873	2,100
C2_S05	816	1,314	1,646	1,873	2,100
C2_S06	816	1,314	1,646	1,873	2,100
C2_S07	816	1,314	1,646	1,873	2,100
C3_S08	1,917	3,264	4,162	4,703	5,245
C3_S09	1,917	3,264	4,162	4,703	5,245
C4_S10	3,140	5,429	6,956	7,847	8,738
C5_S10	3,380	5,856	7,506	8,466	9,426

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$100,000 / $300,000 1	2	3	4	5+
C1_S01	432	632	766	883	1,001
C1_S02	432	632	766	883	1,001
C1_S03	432	632	766	883	1,001
C1_S04	432	632	766	883	1,001
C1_S05	432	632	766	883	1,001
C1_S06	432	632	766	883	1,001
C1_S07	432	632	766	883	1,001
C2_S01	491	738	903	1,037	1,172
C2_S02	491	738	903	1,037	1,172
C2_S03	491	738	903	1,037	1,172
C2_S04	491	738	903	1,037	1,172
C2_S05	491	738	903	1,037	1,172
C2_S06	491	738	903	1,037	1,172
C2_S07	491	738	903	1,037	1,172
C3_S08	1,038	1,706	2,152	2,442	2,733
C3_S09	1,038	1,706	2,152	2,442	2,733
C4_S10	1,644	2,781	3,538	4,002	4,466
C5_S10	1,764	2,992	3,811	4,309	4,807

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$200,000 / $600,000				
	1	2	3	4	5+
C1_S01	458	678	826	950	1,075
C1_S02	458	678	826	950	1,075
C1_S03	458	678	826	950	1,075
C1_S04	458	678	826	950	1,075
C1_S05	458	678	826	950	1,075
C1_S06	458	678	826	950	1,075
C1_S07	458	678	826	950	1,075
C2_S01	523	795	976	1,120	1,263
C2_S02	523	795	976	1,120	1,263
C2_S03	523	795	976	1,120	1,263
C2_S04	523	795	976	1,120	1,263
C2_S05	523	795	976	1,120	1,263
C2_S06	523	795	976	1,120	1,263
C2_S07	523	795	976	1,120	1,263
C3_S08	1,124	1,860	2,350	2,665	2,980
C3_S09	1,124	1,860	2,350	2,665	2,980
C4_S10	1,792	3,042	3,875	4,381	4,887
C5_S10	1,923	3,275	4,176	4,719	5,262

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$250,000 / $750,000 1	2	3	4	5+
C1_S01	474	707	863	992	1,121
C1_S02	474	707	863	992	1,121
C1_S03	474	707	863	992	1,121
C1_S04	474	707	863	992	1,121
C1_S05	474	707	863	992	1,121
C1_S06	474	707	863	992	1,121
C1_S07	474	707	863	992	1,121
C2_S01	543	831	1,022	1,171	1,320
C2_S02	543	831	1,022	1,171	1,320
C2_S03	543	831	1,022	1,171	1,320
C2_S04	543	831	1,022	1,171	1,320
C2_S05	543	831	1,022	1,171	1,320
C2_S06	543	831	1,022	1,171	1,320
C2_S07	543	831	1,022	1,171	1,320
C3_S08	1,179	1,956	2,474	2,804	3,135
C3_S09	1,179	1,956	2,474	2,804	3,135
C4_S10	1,884	3,205	4,086	4,618	5,150
C5_S10	2,023	3,451	4,403	4,975	5,547

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$500,000 / $1,500,000 1	2	3	4	5+
C1_S01	517	785	963	1,104	1,246
C1_S02	517	785	963	1,104	1,246
C1_S03	517	785	963	1,104	1,246
C1_S04	517	785	963	1,104	1,246
C1_S05	517	785	963	1,104	1,246
C1_S06	517	785	963	1,104	1,246
C1_S07	517	785	963	1,104	1,246
C2_S01	597	926	1,145	1,309	1,473
C2_S02	597	926	1,145	1,309	1,473
C2_S03	597	926	1,145	1,309	1,473
C2_S04	597	926	1,145	1,309	1,473
C2_S05	597	926	1,145	1,309	1,473
C2_S06	597	926	1,145	1,309	1,473
C2_S07	597	926	1,145	1,309	1,473
C3_S08	1,324	2,213	2,805	3,177	3,549
C3_S09	1,324	2,213	2,805	3,177	3,549
C4_S10	2,131	3,642	4,650	5,252	5,855
C5_S10	2,289	3,923	5,013	5,661	6,309

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
C1_S01	575	886	1,093	1,252	1,410
C1_S02	575	886	1,093	1,252	1,410
C1_S03	575	886	1,093	1,252	1,410
C1_S04	575	886	1,093	1,252	1,410
C1_S05	575	886	1,093	1,252	1,410
C1_S06	575	886	1,093	1,252	1,410
C1_S07	575	886	1,093	1,252	1,410
C2_S01	668	1,050	1,305	1,490	1,675
C2_S02	668	1,050	1,305	1,490	1,675
C2_S03	668	1,050	1,305	1,490	1,675
C2_S04	668	1,050	1,305	1,490	1,675
C2_S05	668	1,050	1,305	1,490	1,675
C2_S06	668	1,050	1,305	1,490	1,675
C2_S07	668	1,050	1,305	1,490	1,675
C3_S08	1,514	2,550	3,241	3,667	4,094
C3_S09	1,514	2,550	3,241	3,667	4,094
C4_S10	2,455	4,216	5,390	6,086	6,781
C5_S10	2,640	4,544	5,814	6,562	7,310

Extended Reporting Period Endorsement (Tail Coverage)

Extended Reporting Period (Tail) Factors
By Month

Claims-Made
Year

	1	2	3	4	5	6	7	8	9	10	11	12
1	0.150	0.230	0.310	0.380	0.450	0.520	0.590	0.660	0.730	0.800	0.870	0.940
2	1.010	1.080	1.150	1.220	1.280	1.340	1.400	1.460	1.520	1.580	1.640	1.700
3	1.730	1.760	1.790	1.820	1.850	1.880	1.900	1.920	1.940	1.960	1.980	2.000
4	2.030	2.067	2.100	2.133	2.167	2.200	2.233	2.267	2.300	2.333	2.367	2.400
5	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400

Example: An insured who has a third year claims-made policy and decides to cancel after three months have elapsed would purchase tail coverage at the year 3, three month factor (1.790), times the mature claims-made annual rate in effect at policy issuance. For claims-made year 5 and over the 2.400 factor applies.

Occurrence Rates

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

Class Code	$100,000/$300,000	$200,000/$600,000	$250,000/$750,000	$500,000/$1,500,000	$1,000,000/$3,000,000
C1_S01	1,346	1,452	1,519	1,697	1,931
C1_S02	1,346	1,452	1,519	1,697	1,931
C1_S03	1,346	1,452	1,519	1,697	1,931
C1_S04	1,346	1,452	1,519	1,697	1,931
C1_S05	1,346	1,452	1,519	1,697	1,931
C1_S06	1,346	1,452	1,519	1,697	1,931
C1_S07	1,346	1,452	1,519	1,697	1,931
C2_S01	1,591	1,722	1,803	2,022	2,310
C2_S02	1,591	1,722	1,803	2,022	2,310
C2_S03	1,591	1,722	1,803	2,022	2,310
C2_S04	1,591	1,722	1,803	2,022	2,310
C2_S05	1,591	1,722	1,803	2,022	2,310
C2_S06	1,591	1,722	1,803	2,022	2,310
C2_S07	1,591	1,722	1,803	2,022	2,310
C3_S08	3,823	4,177	4,398	4,991	5,770
C3_S09	3,823	4,177	4,398	4,991	5,770
C4_S10	6,302	6,904	7,280	8,287	9,612
C5_S10	6,789	7,440	7,846	8,936	10,369

Occurrence Rates (continued)

Territory 2 – Remainder of State

Class Code	$100,000/$300,000	$200,000/$600,000	$250,000/$750,000	$500,000/$1,500,000	$1,000,000/$3,000,000
C1_S01	1,101	1,183	1,233	1,371	1,551
C1_S02	1,101	1,183	1,233	1,371	1,551
C1_S03	1,101	1,183	1,233	1,371	1,551
C1_S04	1,101	1,183	1,233	1,371	1,551
C1_S05	1,101	1,183	1,233	1,371	1,551
C1_S06	1,101	1,183	1,233	1,371	1,551
C1_S07	1,101	1,183	1,233	1,371	1,551
C2_S01	1,289	1,389	1,452	1,620	1,843
C2_S02	1,289	1,389	1,452	1,620	1,843
C2_S03	1,289	1,389	1,452	1,620	1,843
C2_S04	1,289	1,389	1,452	1,620	1,843
C2_S05	1,289	1,389	1,452	1,620	1,843
C2_S06	1,289	1,389	1,452	1,620	1,843
C2_S07	1,289	1,389	1,452	1,620	1,843
C3_S08	3,006	3,278	3,449	3,904	4,503
C3_S09	3,006	3,278	3,449	3,904	4,503
C4_S10	4,913	5,376	5,665	6,441	7,459
C5_S10	5,288	5,788	6,102	6,940	8,041

2. SEDATION AND ANESTHESIA DESCRIPTION CODE

	Sedation and Anesthesia Code and Factors		
Specialist Code	Codes 01 & 2	Code 03	Code 04
01 General Dentist	1.000	1.075	1.200
02 Board Eligible or Board Certified General Dentist	1.000	1.050	1.100
03 Periodontists	1.000	1.050	1.100
04 Prosthodontist	1.000	1.050	1.100
05 Endodontist	1.000	1.050	1.100
06 Orthodontist	1.000	1.050	1.100
07 Pediatric Dentist	1.000	1.025	1.050
08 Oral Pathologist	1.000	1.000	1.000
09 Oral Radiologist	1.000	1.000	1.000
10 Oral and Maxillofacial Surgeon	1.000	1.000	1.000

3. EXTRA ORAL NON-SURGICAL COSMETIC PROCEDURES FACTOR

Class Plan Classification	**Factor**
Class 1, 2 and 3	2.50
Class 4 and 5	1.15

4. MINIMUM PREMIUMS

Limit of Liability	**Minimum Premium**
$100,000/$ 300,000	$425
$200,000/$ 600,000	$485
$250,000/$750,000	$505
$500,000/$1,500,000	$565
$1,000,000/$3,000,000	$663

Excess Limits

Each Additional Excess Limit Increment of $1,000,000	$100

5. EXCESS LIMITS FACTORS (Applies to $1M/$3M Primary Limit Premium)

Excess Limit	**Factor**
$1,000,000	0.0480
$2,000,000	0.0960
$3,000,000	0.1450
$4,000,000	0.1935
$5,000,000	0.2225

6. ANNUAL PREMIUM PAYMENT DISCOUNT

	Factor
	1.5%

7. PART TIME DENTIST, SEMI-RETIRED AND MOONLIGHTING DISCOUNT FACTOR

Number of Hours in Practice	**Factor**
20 hours or less per week	0.50
21 hours or more per week	1.00

8. ADDITIONAL INSUREDS PREMIUM CHARGE FACTOR

10% Premium Charge (each additional insured)	**Factor**
	1.10

9. NEW DENTIST DISCOUNT FACTORS

Years in Practice	**Factor**
First Year	0.50
Second and Third Year	0.75

10. FACULTY DISCOUNT FACTORS

Appointment Status	**Factor**
Full-Time	0.70
Half-Time	0.80
Part-Time	0.90
Zero-Time	1.00

11. ASSOCIATION AND MEMBERSHIP CREDIT

Membership/Association	**Factor**
ADA Member	0.975
AGD Member	0.95
AGD Fellowship	0.90
AGD Mastership	0.85

12. RISK MANAGEMENT EDUCATION FACTOR

	Factor
	0.95

13. LONGEVITY CREDIT

	Factor
Year 1	1.00
Year 2	1.00
Year 2	1.00
Year 4	1.00
Year 5	0.99
Year 6	0.99
Year 7	0.98
Year 8	0.97
Year 9	0.96
Year 10 and Greater	0.95

14. WAIVER OF CONSENT TO SETTLE DISCOUNT

Factor
0.90

15. SCHEDULED RATING PROGRAM

	Range of Modifications	
	Credits	Debits
Operational controls and procedure mix, such as but not limited to mandatory referrals for extractions, use of consent forms, internal documentation practices, implant procedures and laser use, and extraction of impacted third molars.	-10%	+10%
Practice Characteristics, such as but not limited to single verses multiple locations, degree of severity presented by area of specialization, volume of patient traffic, number of years of patient experience.	-10%	+10%
Loss Control procedures, such as but not limited to training and retraining of all employees on the safest way to do their job; promoting safety awareness; conducting frequent safety inspections of all work areas; having an office safety program; using proper sterilization techniques to ensure environmental is free from the possibility of contamination from blood-borne pathogens.	-10%	+10%
Claim peculiarities, such as but not limited to who was responsible for the loss (Insured Dentist, Employee of Insured Dentists, Partner, Independent Contractor- this is for the respondeat superior or indemnity exposures); frequency or lack of administrative actions such as peer review, office of professional discipline or dental board complaints; frequency or lack of claims for return of fees.	-10%	+10%

Maximum Debit/Credit = 25%

16. DEDUCTIBLE OPTIONS

Deductible	Factor
$0	1.00
$1,000	0.95
$2,500	0.90
$5,000	0.81
$10,000	0.70

17. PARTNERSHIP CORPORATION PROFESSIONAL ASSOCIATION COVERAGE RATING FACTORS

Limit of Liability	Number of Insureds				
	2-5	6-9	10-19	20-49	50 or More
$100,000/$ 300,000	1.23	1.21	1.17	1.13	1.10
$200,000/$ 600,000	1.20	1.19	1.15	1.11	10.8
$250,000/$ 750,000	1.18	1.17	1.13	1.09	1.07
$500,000/$1,500,000	1.10	1.10	1.09	1.07	1.05
$1,000,000/$3,000,000	1.10	1.10	1.09	1.07	1.05

Rating factors apply to dentists insured by the company. For each dentist or oral surgeon not insured by the company the rating factor will be two times the rating factor for insured dentists.

Example: In a group practice of five dentists where the company insures three of the dentist the premium will be calculated by applying a rating factor of 1.10 (10% charge) to the sum of premium for those insured dentists plus the premium calculated by applying a rating factor of 1.20 (20% charge) to the sum of the premium for dentists not insured by the company. The premium used for dentists not insured by the company will determined by using the rates for the dental specialty if insured by the company.

18. LOSS EXPERIENCE PROGRAM

A. Loss Free Discount

Years Claim Free	Factor
10 + years claim free	0.90
9 years claim free	0.91
8 years claim free	0.92
7 years claim free	0.93
6 years claim free	0.94
5 years claim free	0.95
4 years claim free	0.96
3 years claim free	0.97
2 years claim free	0.98
1 year claim free	0.99

B. Loss Experience Debit

Chargeable Loss	1 loss	2 loss	3 loss	4 loss
$0 - $3,000	1.05	1.10	1.15	1.20
$3,001 - $10,000	1.10	1.15	1.20	1.25
$10,001 - $20,000	1.15	1.20	1.25	1.30
$20,001 - $30,000	1.20	1.25	1.30	1.35
$30,001 - $40,000	1.25	1.30	1.35	1.40
$40,001 +	1.30	1.35	1.40	1.50

19. PRACTICEGUARD® FOR DENTISTS

	Premium Charge
Automatic Coverage	$78
Optional Coverage	$104

20. BOARD EXAMINATION AND INTERVIEW COVERAGE PREMIUM CHARGE

Premium Charge
$30

21. SUSPENSION OF COVERAGE

95% Premium Discount	Factor
	0.05

22. CONTRACTUAL LIABILITY FACTOR

5 % Premium Charge (each insured contract)	Factor
	1.05

STATE RULES AND EXCEPTIONS
STATE OF ILLINOIS

1. Section 1, Introduction, Item I, Rates and Premium Calculations, paragraph C Non-Standard Risks is replaced as follows:

   C. Non-Standard Risks: Individuals rejected for standard coverage by the Company may be individually considered for coverage at an additional premium charge or other applicable coverage conditions and limitations on an individually agreed, individual risk filing basis.

2. Section 1, Introduction, Item I, Rates and Premium Calculations, paragraph E Net of Commission Rule is hereby deleted.

3. Section 1, Introduction, Item 3, Cancellations, paragraph C is replaced as follows:

   C. Removal from the State: Subject to state provisions, the policy may be canceled by the Company after the insured no longer maintains at least 75% of his/her dental practice within the state of issuance, subject to proper notice.

4. Item III, Quarterly Installment Options, is hereby added to Section 1, Introduction, as follows:

   III. QUARTERLY INSTALLMENT OPTIONS

   1. Quarterly Installment Option One

      a. A minimum initial deposit required, which shall be 40 percent of the estimated total premium due at policy inception;
      b. The remaining premium spread equally among the second, third and fourth installments at 20 percent of the estimated total premium, and due 3, 6 and 9 months from policy inception, respectively;
      c. No interest or installment charges;
      d. Additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction; and
      e. The installment plan will be limited to insureds whose premium exceeds $500.00 per year.

   2. Quarterly Installment Option Two – (35/25/25/15)

      a. A minimum initial deposit required, which shall be 35 percent of the estimated total premium due at policy inception;
      b. The remaining premium will be 25 percent for the second and third installments and 15 percent for the fourth installment, and due 3, 6 and 9 months from policy inception, respectively;
      c. No interest or installment charges;

d. Additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction; and
e. The installment plan will be limited to insureds whose premium exceeds $500.00 per year.

5. Item D, Reporting Endorsements Coverage is hereby added to Section 2, Classification and/or Rating Modifications and Procedures, as follows:

D. Reporting Endorsement Coverage

The calculations for changes in exposure are performed by weighting the mature claims-made annual rates in effect at policy issuance for each period of differing exposures. These calculations are appropriate for changes in practice specialty or changes in rating territory that would affect a calculated rate. This method can be generalized by using the following weights and formula to calculate a rate for the upcoming year.

Number of years policy written	Claims-Made Year				
	1	2	3	4	5+
1	100%				
2	50%	50%			
3	37.5%	37.5%	25%		
4	33 1/3%	33 1/3%	22 2/9%	11 1/9%	
5+	30%	30%	20%	10%	10%

1. Mature claims-made annual rate in effect at policy issuance for the current practice and territory times the sum of the weights for the claims-made years in effect.

2. Plus mature claims-made annual rate in effect at policy issuance for the prior practice and territory times the sum of the weights for the claims-made years in effect.

For example, if an oral surgeon had practiced oral surgery for over five years, then stopped practicing oral surgery and began to practice general dentistry at the renewal two years prior to the electing the Reporting Endorsement Coverage, the appropriate base premium for the upcoming policy period would be:

General Dentistry mature claims-made annual rate in effect at policy issuance times (30% + 30%),

Plus oral surgery mature claims-made annual rate in effect at policy issuance times (20% + 10 % + 10%)

This method is applied in a similar manner if more than one practice change occurred during the previous four years. The components are pro-rated if the change occurred at a date other than the policy anniversary date.

SERFF Tracking #:	*PCWA-128910054*	***State Tracking #:***	*PCWA-128910054*	***Company Tracking #:***	*IL-2059-D*

State:	*Illinois*	***Filing Company:***	*ProAssurance Casualty Company*
TOI/Sub-TOI:	*11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons*		
Product Name:	*Dental and Oral Surgeon Professional Liability Program*		
Project Name/Number:	*/*		

Supporting Document Schedules

Satisfied - Item:	Form RF3 - (Summary Sheet)
Comments:	RF3 attached
Attachment(s):	Illinois RF3.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Certification
Comments:	Certification attached
Attachment(s):	Illinois Certification.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Request to Maintain Data as Trade Secret Information
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Manual
Comments:	Entire rate/rule manuals are submitted for review for new program and attached to the Rate/Rule Schedule tab.
Attachment(s):	
Item Status:	
Status Date:	

Section 754.EXHIBIT A Summary Sheet (Form RF-3)

FORM (RF-3)

SUMMARY SHEET

Change in Company's premium or rate level produced by rate revision effective 06/01/2013.

	(1) Coverage	(2) Annual Premium Volume (Illinois) *	(3) Percent Change (+or-) **
1.	Automobile Liability Private Passenger		
	Commercial		
2	Automobile Physical Damag Private Passenger		
	Commercial		
3.	Liability Other Than Auto		
4.	Burglary and Theft		
5.	Glass		
6.	Fidelity		
7.	Surety		
8.	Boiler and Machinery		
9.	Fire		
10.	Extended Coverage		
11.	Inland Marine		
12.	Homeowners		
13.	Commercial Multi-Peril		
14.	Crop Hail		
15.	Other Dentist's Prof Liability Life of Insurance	$1,006,577	19.3%

Does filing only apply to certain territory (territories) or certain Classes? If so, specify: No

Brief description of filing. (If filing follows rates of an advisory Organization, specify organization): Rate change, including a revision to the class plan and rating rules.

*Adjusted to reflect all prior rate changes.
**Change in Company's premium level which will result from application of new rates.

ProAssurance Casualty Company
Name of Company

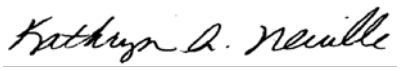
Judy Shepperd, Senior Compliance Specialist
Official – Title

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Kathryn A. Neville, a duly authorized officer of ProAssurance Casualty Company, am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing. I also certify that all changes made were disclosed, no written statement that the insurer, in offering, administering, or applying the filed rate/rule manual and/or any amended provisions, does not unfairly discriminate.

I, Howard H. Friedman, a duly authorized actuary of ProAssurance Casualty Company, am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.



Kathryn A. Neville, Secretary — 2/22/2013

Signature and Title of Authorized Insurance Company Officer — Date

Howard H. Friedman, ACAS, MAAA, Senior Vice President — 2/22/2013

Signature, Title and Designation of Authorized Actuary — Date

Insurance Company FEIN 38-2317569 Filing Number PCWA-128910054

Insurer's Address 100 Brookwood Place

City Birmingham State Alabama Zip Code 35209

Contact Person's:

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State: Illinois **Filing Company:** ProAssurance Casualty Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0007 Dentists - Oral Surgeons
Product Name: Dental and Oral Surgeon Professional Liability Program
Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/22/2013		Rate	Countrywide Manual-Dentists and Oral Surgeons	05/10/2013	January 2013 Edition of Dentists and Oral Surgeons Countrywide Manual.pdf (Superceded)
02/22/2013		Rate	Ilinois Dental State Rate Section	05/10/2013	Dental State Rate Section - Illinois 2.pdf (Superceded)
02/22/2013		Rate	Illinois State Rules and Exceptions Manual	05/10/2013	Illinois Rules and Exceptions Manual.pdf (Superceded)

PROASSURANCE®

Treated Fairly

DENTISTS AND ORAL SURGEONS

UNDERWRITING RULES MANUAL

COUNTRYWIDE MANUAL

TABLE OF CONTENTS

* *

SECTION 1

INTRODUCTION

INTRODUCTION

This manual contains the classifications and rates governing the underwriting of Dentists and Oral Surgeons Professional Liability Insurance by ProAssurance Indemnity Company, Inc., or ProAssurance Casualty Company, hereinafter referred to as "the Company."

I. RATES AND PREMIUM CALCULATIONS

A. Rates will apply on a per incident and annual aggregate basis. The rates for the premium classifications selected by the Company or any special situations not delineated herein are those described in the State Rates Section, with a minimum premium as described in the State Rates Section. If an individual's practice involves two or more rating territories or rating classifications, the highest rating territory or classification applies. If the practice is located in more than one state, and limited to incidental exposure of less than ten percent (10%) of the total practices procedures, the incidental exposure may be waived by the Company. Endorsements adding risks/exposures mid-term will be rated in accordance with the Rates and Rules in effect as of the endorsement effective date.

Subject to Section 2., IV (Rate Adjustments for Changes in Exposure—Claims-Made and Retroactive Coverage) of this manual, endorsements effecting changes on risks/exposures currently insured will be rated using the Rules (e.g., rating classification, limits of liability and rating territory) in effect on the date of the change combined with the rates in effect on the later date of either i) the policy term effective date or ii) risk effective date.

Primary limits of liability are offered, as shown in the State Rates Section, up to $1 million per claim $3 policy aggregate.

Excess limits of liability are available as shown in the State Rates Section. Excess limits premium shall be derived by applying the appropriate factor in the rate pages to the appropriate primary premium. Excess limits are only offered above underlying limits of $1,000,000.

These factors are based upon negotiated reinsurance agreements. Deviation from these factors up to 25% based upon negotiated agreements with reinsurers and/or underwriting judgment may apply.

B. Refer to the Company:
   a. Agents should refer to the Company any group practice with 10 or more Dentists or Oral Surgeons in the practice.
   b. Group practices with 20 or more practicing Dentists or Oral Surgeons will be individually (a) rated based on the practice characteristics and loss experience.

C. Non-Standard Risks:
Individuals rejected for standard coverage by the Company may be individually considered for coverage at an additional premium charge or other applicable coverage conditions and limitations on an individually agreed, consent-to-rate basis.

D. Whole Dollar Premium Rule:
The premiums appearing in the State Rates Section have been rounded to the nearest whole dollar. This procedure shall also apply to all interim premium adjustments, including endorsements or cancellations. A premium involving $.50 or over, shall be rounded to the next higher whole dollar.

E. Net of Commission Rule:
In the event an agent chooses to forgo all commission and work on a fee basis, rating may be computed by reducing the base rate by the commission percentage that was otherwise payable.

II. CANCELLATIONS

Cancellations shall be made only within the parameters established by the State of policy issuance as framed in the Cancellation provisions of the policy including any State-specific endorsement thereto.

A. By the Company: The earned premium shall be determined on a "pro rata" basis.

B. By the Insured: The earned premium may be determined on a "short rate" basis if the entire policy is cancelled. Pro-rata calculation shall be used if a portion of the coverages or risks are cancelled but other portions of the policy remains in force. "Short rate" calculation means that total earned premium shall equal actual earned premium as of the date of cancellation plus a short rate penalty equal to ten percent (10%) of unearned premium for the remainder of the policy period.

C. Removal from the State: Subject to state provisions, the policy may be canceled by the Company after the insured no longer maintains at least 75% of his/her dental practice within the state of issuance, regardless of whether notice has been given by the insured.

III. PREMIUM PAYMENTS

1. Annual Payment Plan – The premium must be paid in full prior to the inception date of the policy. A discount will be applied if the insured pays the premium in full prior to the inception date of the policy. This discount is not available if the initial policy term is less than six months. If the full premium is not received by the Company by the policy effective date, the discount will be withdrawn, the policy will be rated without the discount and the insured will be billed for the additional premium. Refer to the State Rates Section for the Annual Payment Plan discount.
2. Semi-Annual Payment Plan – 60% of the premium must be paid prior to the policy inception date and one installment of 40% is due six months after inception.
3. Quarterly Payment Plan – 35% of the premium must be paid prior to the policy inception date, with second and third quarterly payments of 25% each and a final quarterly payment of 15%.
4. Nine Payment Plan – 20% down and eight consecutive monthly installments of 10% each. This plan requires that the policyholder participate in the Electronic Payment Plan in which premiums are automatically deducted from the policyholder's bank account.

No finance charges or fees apply to these payment plans. The option to pay premium on other than the Annual Payment Plan may be withdrawn by the Company if the insured has failed to make premium payments when due.

SECTION 2

CLASSIFICATION AND/OR RATING MODIFICATIONS AND PROCEDURES

CLASSIFICATION AND/OR RATING MODIFICATIONS

I. PART-TIME, SEMI-RETIRED PROFESSIONALS AND MOONLIGHTING

The Part-Time Discount, as shown in the State Rates Section, is available to Dentists and Oral Surgeons:

A. who practice 20 hours or less per week due to family needs (caring for young children and/or ill or disabled family members); or
B. who are required to practice on a reduced basis as a result of a physical or medical condition, with the company's approval.

This discount is intended to more accurately rate the insured who practices his specialty on a limited basis. Practice hours of dentists receiving the Part-Time Discount are subject to random audit by the Company.

Dentists and Oral Surgeons who perform covered "moonlighting" activities may be eligible to be insured and receive the rate credit as identified in the State Rates Section.

Covered "moonlighting" activities include Dentists and Oral Surgeons:

A. in active, full-time military service requesting coverage for outside activities;
B. full-time Federal Government employed dentists and oral surgeons (such as V.A. Hospital employees) requesting coverage for outside activities; and
C. residents or fellows currently attending their training program who are requesting coverage for outside activities but only while they are enrolled in such program.

II. LOCUM TENENS

Locum tenens coverage for each insured professional or insured paramedical employee is provided at no additional charge for up to 45 days in any policy year and provides a shared limit with the insured. The locum tenens may cover multiple insured professionals up to a total of ninety (90) days during the policy period.

III. ADDITIONAL INSURED

An Additional Insured Endorsement may be included for vicarious liability arising out of professional services of an insured dentist or oral surgeon. The Additional Insured Endorsement will list each additional insured and a premium for each additional insured will be determined by application of the rating factor included in the State Rates Section.

IV. FULL-TIME EQUIVALENT RATING

Rating of certain multi-dentist groups may, at the Company's option, be determined on a full-time equivalent (FTE) unit basis. Under this rating method, policies may be issued to positions with individuals who may fill such positions identified rather than being issued to specific individuals. An FTE rate will be determined based upon the filed and approved rate for a given classification of dentists but will be allocated based upon either the number of average hours of practice for a given specialty or the average number of patient contacts/visits in a 12 month period.

All FTE rated applications shall be referred to the Company.

IV. RATE ADJUSTMENTS FOR CHANGES IN EXPOSURE -- CLAIMS-MADE AND RETROACTIVE COVERAGE

A. Claims-Made Coverage

The calculations for changes in exposure may be performed by taking the difference between claims-made rates for each period of differing exposures. These calculations are appropriate for changes in practice specialty, changes in rating territory or practice in other states, changes between part-time and full-time practice, and other changes that would affect a calculated rate. Currently approved rates, classification tables and discount or surcharge factors for the appropriate state(s) are used. This method can be generalized by using the following formula to calculate a rate for the upcoming year.

1. Rate for current practice, determined using a retroactive date equal to the date that the *current* practice patterns began,

2. plus rate for prior practice, determined using a retroactive date equal to the date that the *previous* practice patterns began,

3. less rate for prior practice, determined using a retroactive date equal to the date that the *current* practice patterns began.

This method is applied in a similar manner if more than one practice change occurred during the previous four years, and the components are pro-rated if the change occurred at a date other than the policy anniversary date.

Although this method of adjusting rates is designed to accommodate most situations, changes in dental practice often result from increasing or decreasing patient loads, additional dental training, relocation of the practice, gradual reduction in practice nearing retirement and other underwriting factors which affect the risk of loss. As a result, the Company may choose to waive the exposure change adjustment process in specific situations, thereby utilizing the current rating variables without modification. Conversely, a debit under the Scheduled Rating Plan may be applied at the underwriter's discretion, based on more than five years of practice in specialties with long claim emergence patterns, such as Pediatric dentistry or Oral Surgery.

B. Prior Acts Coverage

When prior acts coverage is provided, the same method is utilized, as if the insured had been with the Company during the prior acts period. Practice information regarding the prior acts period is obtained from the insurance application.

C. Occurrence Coverage

The calculations for changes in exposure are performed by prorating the rates for the periods of differing exposures. These calculations are appropriate for changes in practice specialty, changes in rating territory or practice in other states, changes between part-time and full-time practice, and other changes that would affect a calculated rate. Currently approved rates, classification tables and discount or surcharge factors for the appropriate state(s) are used.

Although this method of adjusting rates is designed to accommodate most situations, changes in dental practice often result from increasing or decreasing patient loads, additional dental training, relocation of the practice, gradual reduction in practice nearing retirement and other underwriting factors which affect the risk of loss.

V. REPORTING ENDORSEMENTS (Claims-made only)

A. Reporting Endorsement Premium Calculation

With respect to calculation of Reporting Endorsement premium, the only credits/discounts that apply are the Part-Time Discount and Deductibles credit. All debit/surcharges will apply to Reporting Endorsement premium calculations. With respect to risks or exposures written on a consent-to-rate basis, (a) rated basis or Full-Time Equivalent Rating basis at the time the Reporting Endorsement is issued, Reporting Endorsement premium will be calculated on that same basis. If the policy is terminated during the first year, pro-rate the tail premium. For terminations during the second, third or fourth claims-made policy year, blend the applicable tail factors. The Company may refuse to offer deductible options for premium credit on reporting endorsements in the case of insufficient securitization.

B. Waiver of Reporting Endorsement Premium

The premium for the reporting endorsement may be waived as provided by the contract in force or at the discretion of the Company.

VI. RATE CHANGE AMELIORATION

In situations where a rate change affects a single specialty by greater than 30%, a credit up to 25% may be applied to the new premium for an affected insured to lessen the single year impact of such a significant increase if, based on the underwriter's evaluation of the quality of the risk, such consideration is warranted. The underwriter will consider training and experience, longevity with the company, practice situation and claims history when making any such recommendation. Management approval is required.

SECTION 3
PROFESSIONAL LIABILITY DISCOUNTS

PROFESSIONAL LIABILITY DISCOUNTS

I. NEW DENTIST DISCOUNT

A Dentist or Oral Surgeon is eligible for a New Dentist Discount, as shown in the State Rates Section, when he or she initially begins practicing. This discount only applies to a Dentist or Oral Surgeon that begins practicing after graduation of dental school or completion of a residency program. If a residency program was completed, this credit will apply, provided the Dentist or Oral Surgeon completed the residency program immediately following graduation from dental school and did not previously practice dentistry outside the clinical responsibilities as a resident. The New Dentist Discount is not applicable to Dentists or Oral Surgeons who have previously practiced and subsequently take a leave of absence for personal reasons.

This credit will apply for the first three years of practice. The minimum policy premium does not apply when the New Dentist Discount is included.

II. FACULTY DENTIST DISCOUNT

This discount will apply to practicing dentists who are faculty members at an accredited dental school. The amount of the credit, as shown in the State Rates Section, will be based on the amount of hours spent teaching at the school as follows:

Full Time – 32 hours or more per week,
Half Time – 16 to 31 hours per week, or
Part Time – 15 hours per week or less.

To qualify for this credit the applicant must provide a copy of his/her letter of faculty appointment.

III. ASSOCIATION AND MEMBERSHIP CREDIT

This discount, as shown in the State Rates Section, will apply to practicing dentists who are a member of a nationally recognized organization that provides educational and practice management resources. This discount will apply to the American Dental Association (ADA) and the Academy of General Dentistry (AGD).

AGD credits included are for Membership, Fellowship and Mastership. Fellowship requires at least 500 hours of approved CE credit and Mastership requires at least 1,000 of approved credit (400 hours in participation courses and 600 hours in specific disciplines).

IV. RISK MANAGEMENT CREDIT

Insured dentists who participate in risk management activities approved by the Company are eligible for the following:

A. Individual Risk Management Activities: Individual dentist insureds shall receive premium credits as indicated in the State Rates Section for completion, within the 12 months prior to the effective date of the policy being rated. A total of 2 hours of approved risk management courses sponsored by the Company must be completed or 2 hours of risk management courses provided by a recognized provider of the Academy of General Dentistry PACE program or American Dental Associations CERP program must be completed. The Company reserves the right to review and approve all non-company sponsored PACE or CERP risk management programs.

V. LONGEVITY CREDIT

The insured will be eligible to receive a credit, as shown in the State Rates Section, after being insured with the Company four continuous years with the credit increasing 1% per year up to a 10% maximum credit.

VI. WAIVER OF CONSENT TO SETTLE

If the insured elects to accept the Waiver of Consent to Settle Endorsement, a credit as shown in the State Rates Section will be applied. The insured must agree in writing to this provision. This credit will only be applied at issuance of a new policy or renewal.

VII. SCHEDULED RATING PROGRAM

The Company has determined that significant variability exists in the hazards faced by dentists engaged in the practice of dentistry. Exposure conditions vary with respect to:

Operational controls and procedure mix, such as but not limited to, mandatory referrals for extractions, use of consent forms, internal documentation practices, implant procedures and laser use and extraction of impacted third molars.

Practice characteristics, such as but not limited to, single versus multiple locations, degree of severity presented by area of specialization, volume of patient traffic, number of years of patient experience.

Loss control procedures, such as but not limited to training and retraining of all employees on the safest way to do their job; promoting safety awareness; conducting frequent safety inspections of all work areas; having an office safety program; using proper sterilization technique to ensure environmental is free from the possibility of contamination from blood-borne pathogens.

Claim peculiarities, such as but not limited to, who was responsible for the loss (Insured Dentist, Employee of Insured Dentist, Partner, Independent Contractor- this is for the respondeat superior or indemnity exposures); frequency or lack of administrative actions as peer review, office of professional discipline or dental board complaints; frequency or lack of claims for return of fees.

In order to recognize these and other factors affecting a particular practitioner or group practice, the Company may apply a debit or credit, as shown in the State Rates Section, to the otherwise applicable rate dependent upon the underwriter's overall evaluation of the risk.

VIII. DEDUCTIBLES

Deductibles, as shown in the State Rates Section, are available and apply to both indemnity payments and allocated loss adjustment payments. Supplemental payments, as provided in the policy form may, if indicated include a deductible. Deductibles are subject to approval by the company based on financial statements to be submitted by the insured and financial guarantees as may be required by the Company. Deductibles in the amount of $1,000, $2,500, $5,000 or $10,000 are available.

IX. GENERAL RULES

A. Discounts will only be applied to qualifying insureds at the initial issuance of such policy or at the next renewal date, with the exception of discounts that reflect significant reduction in practice exposure, such as Part Time Dentist, Disability or Leave of Absence and Faculty.

B. Corporate Liability premium will be determined after all discounts and surcharges have been applied.

SECTION 4

ADDITIONAL PRACTICE CHARGES AND COVERAGE

ADDITIONAL PRACTICE CHARGES

I. DENTAL SERVICES PROVIDED IN A STATE OUTSIDE THE STATE OF POLICY ISSUANCE

Insureds engaging in the routine care and treatment of patients outside the state in which the policy is issued may be subject to appropriate surcharge or credit based upon rates consistent with those charged for a like risk in said state.

II. PARTNERSHIP - CORPORATION - PROFESSIONAL ASSOCIATION COVERAGE

Coverage for partnerships, corporations, or professional associations may be written with a separate limit of liability. The premium charge will be a percentage of the sum of each member dentist's net individual premium according to the State Rates Section. The minimum premium charge for this coverage is $100. However, this minimum premium may be waived for a specific market or program applying to eligible members of an association. For each member dentist not individually insured by the Company, a premium charge will be determined by the rating factors indicated on the state rate page of the appropriate specialty rate if the Company agrees to provide such coverage. In order for the entity to be eligible for coverage under the separate policy, the Company must insure all member dentists, or at least 50% of the dentist members must be insured by the Company and the remaining dentists must be insured by another professional liability program acceptable to the Company. For dental practices that have only one practicing dentist, separate limits of coverage will not be available; however a shared limit will be issued upon request without additional charge.

III. PARTNERSHIP–CORPORATION-PROFESSIONAL ASSOCIATION EXTENDED REPORTING ENDORSEMENT COVERAGE

Partnerships, corporations, or professional associations that purchase a separate limit of liability may be eligible to purchase an Extended Reporting Endorsement upon cancellation of the coverage. The premium charge for the entity extended reporting endorsement will be a percentage of the sum of each member dentist's net individual reporting endorsement premium, based on the number of insureds and the table located in the State Rates Section for Partnership-Corporation-Professional Association Coverage.

IV. LOSS EXPERIENCE PROGRAM

A. Loss Free Discount

A Dentist or Oral Surgeon will be considered loss free for purposes of this credit program if no single claim resulted in an indemnity payment of more than $3,000 during the Evaluation Period. Only claims reported during the Evaluation Period shall be included in measuring the payment and reserve criteria stated above. The Evaluation Period shall end on the effective date of the policy period to be rated. The Evaluation Period shall begin no earlier than the time when the Dentist or Oral Surgeon first begins the practice of dentistry following formal training (residency or a continuous period of residency and fellowships). The Company will review the claims history of each insured or applicant for the purpose of evaluating the applicability of each claim based upon the facts and circumstances of specific claims. Reported incidents that do not involve a demand for damages by a third party will not be included in the evaluation.

Credits will be applied or removed at policy inception or renewal only. Inclusion of claims history with prior carriers is subject to presentation of information acceptable to the Company. The determination of claims to be included and payment or reserve amounts to be considered will be based upon information available at the time the policy is rated, typically 60 to 90 days prior to effective date.

B. Loss Experience Debit

If a Dentist or Oral Surgeon has had a chargeable loss, a debit will be applied based on the number of claims and cost of chargeable losses. A chargeable loss under this section is defined as the total of all indemnity payments and allocated loss adjustment payments plus all reserves for indemnity and allocated loss adjustment expenses. If the insured has only one loss in the Evaluation Period, and that loss has resulted in no indemnity payment, it will not be considered a chargeable loss. The amount of the chargeable loss will be determined at the time the loss has been settled.

In section A. and B. above, the Evaluation Period is ten years for the Loss Free discount and five years for the Loss Experience Debit. Refer to the State Rates Section for the applicable discount and debit factors.

V. PRACTICEGUARD FOR DENTISTS

Coverage is provided for all Dentists and Oral Surgeons, as described in the manual, with limited exception. In consideration of, and to adhere to the Companies reinsurance agreement for this specific coverage, the following exceptions apply:

A. no coverage will be offered or available for Automatic or Optional Coverage, described below, for Dentists or Oral Surgeons who work twenty (20) hours or less per week, or less than an aggregate of 1,046 hours per during the policy year;
B. no coverage will be offered or available to any Dentist or Oral Surgeon, under Optional coverage, who at new or renewal policy inception, has reached an age of sixty five (65) years old;
C. this coverage applies only for the insured(s) Dentist or Oral Surgeon described and listed on the Coverage Summary and will not apply to a temporary substitute dentist (Locum Tenens) or any other employee including other licensed or non-licensed healthcare employees such as dental hygienists or dental assistants; and
D. is not available for group policies with more than 10 dentists.

Coverage Descriptions

A. Automatic Coverage

Automatic Coverage is provided for all Dentists and Oral Surgeons, except part time dentists as described in VI. A., located above, for business overhead, reimbursement of cost to find and hire a replacement, accidental death and permanent or total disability. The limit of coverage is $25,000 for automatic coverage.

B. Optional Coverage

Optional Coverage is available for an additional premium and increases the limit of coverage from $25,000 to $50,000. The increased limit of coverage applies only to reimbursement of cost to find and hire a replacement, accidental death and permanent or total disability.

Rates in the State Rates Section reflect a flat rate charged per eligible insured professional for this coverage and are fully earned. If Optional Coverage is requested, it must apply to all eligible insured professionals listed on the coverage summary. If any insured professional listed on the coverage summary is not eligible due to age requirements, Optional Coverage will not be offered. It is not subject to any other classification factors or rating factors including the schedule rating plan.

Rates for this coverage are flat charges and are not subject to any rating factors or scheduled rating.

VI. DENTAL SCHOOL COVERAGE

Coverage may be extended to named Dental Schools to provide coverage for the named organization current and former faculty, residents, students and employees.

VII. DENTAL BOARD EXAMINATION AND INTERVIEW COVERAGE

Dental students taking their licensing examinations will be offered occurrence coverage for their exposure while taking a dental licensing board examination and for interviewing for a position for a limited time after passing the state dental board examination. Coverage will be provided at limits of $1,000,000 per incident, $3,000,000 aggregate. The policy definition of professional services referred to in the policy is limited to only those services rendered by the insured during a dental board examination or interviewing for employment after successful completion of the board examination, provided the newly licensed does not receive any remuneration (excluding reimbursement of travel and lodging) for the interview.

A flat premium charge per examinee will be charged to cover the exposure. In addition, if the examinee obtains professional liability coverage with the Company after obtaining his/her license to practice dentistry, the Company will apply this fee as a reduction to the insured's first-year premium. The dentist's first professional liability policy to insure his/her full-time dental practice must be purchased from the Company in order to receive that premium reduction.

No premium credits or premium modification factors are applicable to this coverage.

VIII. GROUP PRACTICE MODIFICATION PLAN

Credits or debits for groups will be determined annually on the basis of our evaluation of each individual group's risk profile, which assesses such characteristics as changes in maturity, number of dental providers, specialty composition, management, employees, patient records, quality assurance, facilities, billing procedures and loss history. This credit will only be applied, at the discretion of the underwriter for dental groups of more than ten (10) dentists or Oral Surgeons. The group practice must be a corporation, partnership, joint venture, or limited partnership association.

Group Practice Primary Evaluation Criteria

1. Length of time entity has operated as a group.
2. Degree of specialization within the group.
3. Stability of members and locations.
4. Reputation and standard within the community served.
5. Promotional materials, advertising, sign on the door.
6. Hospitals where healthcare provider(s) has admitting privileges.

Group Practice Risk Profile

This risk profile should ascertain the level of the group's involvement and commitment in their effort to provide risk management. It is the Company's philosophy that the greater effort clinics use to reduce risk, the more awareness they have of methods to limit the exposure to malpractice litigation. If properly instituted, a good risk management program will:

1. Reduce the risk of malpractice claims by the recognition and elimination of problem areas;
2. Augment a defensible position;
3. Increase awareness of potential areas of risk;
4. Improve the standard of care;
5. Provide a mechanism for patient advocacy.

Group Practice Claims History Evaluation

This evaluation ascertains the level of the group's prior claims and loss history and to obtain the appropriate claim information and assess the liability, if any, of a healthcare provider. To make the assessment, identify the following factors:

1. Did the healthcare provider depart from the accepted standard of care? Did that departure result in injury, loss, or damage to the patient?
2. What was the opinion of the peer review committee, if any, or experts who reviewed the case as to the standard of care rendered?
3. Are there any patterns or trends noted in the healthcare provider's practice which could give rise to subsequent professional incidents, such as the same surgical procedure improperly performed, inadequate patient histories or workups, lack of informed consent, improper record keeping and documentation, etc.?
4. Assess the number of claims which have occurred from inception of the healthcare provider's practice. Evaluate those that have occurred against the nature of the insured's specialty.
5. If a renewal, review the claim representative's case summary, trial review or other evaluation report for their assessment of the merits of the case. Often the Litigation Specialist is in contact with the healthcare provider and is the most knowledgeable of the facts in the case. Did the healthcare provider cooperate with the Litigation Specialist and the Company in preparing the defense?

IX. SUSPENSION OF COVERAGE

If agreed to by the company, the premium for an insured dentist or oral surgeon who is eligible for the Suspension of Coverage benefit will be a percentage of the applicable premium that corresponds to the period of time during which the healthcare provider suspends coverage. The healthcare provider's premium will still account for any previous exposure that the healthcare provider faced.

The Suspension of Coverage provision will indicate the date on which the dentist or oral surgeon anticipates to return to practice. For rating purposes, this date will serve as the ending date of the suspension of coverage period. However, if the dentist or oral surgeon actually returns to active practice on a date that differs from this indicated date, we will adjust the premium to reflect the actual ending date of the suspension period. Upon returning to practice, the healthcare provider will receive an endorsement that will clearly specify the period of suspension of coverage. The premium credit will be determined by application of the rating factor included in the State Rates Section.

To be eligible, the period of suspension must be at least ninety (90) days and not exceed one (1) year. The dentist or oral surgeon, upon the request of the company, will provide evidence of the reason for the suspension of coverage such as medical treatment, family medical leave, military deployment or similar event.

Premium otherwise due for reserve military personnel, on temporary military deployment, will be waived by the company.

X. CONTRACTUAL LIABILITY

Contractual liability coverage may be included for liability assumed, by an insured, from a contract. The contractual obligation must arise out of professional services. This coverage includes agreements or contracts with a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), or other Managed Care Organization. The Contractual Liability Endorsement premium will be determined by application of the rating factor included in the State Rates Section for each insured contract.

SECTION 5

DENTAL PROFESSIONAL LIABILITY
SPECIALTY CODES AND DESCRIPTIONS

I. DENTAL SPECIALTY CLASSIFICATIONS

A. Class Plan Description

Class 1 - General Dentist or Specialists in Orthodontic, Pediatric Dentistry, Periodontics Prosthodontics or Endodontics not performing minor or major surgery.*

Class 2 - Any Dentist performing implants involving osseointegration or minor or major surgical procedures.* General Dentists or Specialists other than Oral Surgeons who allow (hosting) sedation outside of a hospital, but only if the sedation is administered by an Oral Surgeon, Dental or Medical Anesthesiologist or Certified Registered Nurse Anesthesiologist (CRNA).

Class 3 - Specialists in Oral Pathology or Dental Radiology.

Class 4 - Specialists in Oral and Maxillofacial Surgery or any Dentist performing major surgical procedures not included in Class 5 (administration of general anesthetic intended to cause unconsciousness must be administered in a hospital).

Class 5 - Specialist in Oral and Maxillofacial Surgery or any Dentist who administers, personally or by an employed/contracted anesthesiologist, any general anesthetic intended to cause unconsciousness if administrated outside of a hospital setting, excluding "hosting" dentists under Class 2. Any Dentist or Dental Specialist performing major surgical procedures and procedures not otherwise classified.

*Procedures do not include the administration of a general anesthetic intended to cause unconsciousness unless administrated in a hospital.

B. Dental Specialty Class

For General Dentists and Dental Specialist, included in Class 1 and Class 2, are further classified into the following sub-classifications identified as sub-class codes 01 through 07.

The following sub-classifications are included:

Sub-Class Code	Sub-Class Description
01	General Dentist
02	Board Eligible or Board Certified General Dentist
03	Periodontist
04	Prosthodontist
05	Endodontist
06	Orthodontist
07	Pediatric Dentist
08	Oral Pathologist
09	Oral Radiologist
10	Oral and Maxillofacial Surgeon

II. SEDATION AND ANETHESIA

Class 1 and class 2 contemplate procedures performed by General Dentists and Dental Specialists excluding Oral Surgeons and specialties identified in class 3. Additional modification for sedation and anesthesia are applicable to Dentist and Dental Specialists classified in class 1 and class 2.

Sedation and anesthesia is further defined as the following description and corresponding code:

01 Local Anesthesia and Nitrous Oxide – Nitrous Oxide is a typical agent used to render a patient semi-conscious but allowing the patient to maintain their airway.

02 Oral Premedication – the use of recognized pharmacological agents such as Valium to reduce anxiety. The patient is able to respond to verbal cues and independently maintain their airway.

03 Intravenous and Intramuscular (IV – IM) – the use of pharmacological agents administered either through injection or intravenously.

04 Conscious Sedation – sedation that induces an altered state of consciousness or semi-consciousness and minimizes pain and discomfort through the use of pain relievers and sedatives, or other drugs, but permits the patient to speak or respond to verbal cues and independently maintain their airway.

05 General Anesthesia – a controlled state of unconsciousness that eliminates awareness, movement and the patient's ability to respond.

General Dentist and Dental Specialist classified in Class 1, Class 2 or Class 3 are ineligible unless general anesthesia is administered by an Anesthesiologist or CRNA.

III. EXTRA ORAL NON-SURGICAL COSMETIC PROCEDURES

When permitted by the Dental Practice Act, coverage is automatically included for those Dentists and Oral Surgeons who elect to perform extra oral cosmetic procedures. The additional exposure, not contemplated in the rating, under the Class Plan Description, is subject to the premium factor as indicated in State Rates Section. This applies to non-surgical procedures such as Botox and other dermal fillers.

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Treated Fairly

DENTISTS AND ORAL SURGEONS

STATE RATES SECTION

ILLINOIS

DENTIST AND ORAL SURGEON PROFESSIONAL LIABILITY

ILLINOIS RATE PLAN

1. RATE TABLES

The following rate tables are based on limits selected per Claim and Policy Aggregate limits of liability. Classifications are also included as indicated in Section 5, Dental Professional Liability Specialty Codes and Descriptions of the Countrywide Manual, for Dental Specialty Classification and Sedation and Anesthesia. Rate table codes combine both the Class and Specialty.

Example C1_S01 represents a Class 1 dentist who is practicing as a General Dentist

Claims-Made Rates by Year

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

$100,000 / $300,000

Class Code	1	2	3	4	5+
C1_S01	510	771	945	1,084	1,224
C1_S02	510	771	945	1,084	1,224
C1_S03	510	771	945	1,084	1,224
C1_S04	510	771	945	1,084	1,224
C1_S05	510	771	945	1,084	1,224
C1_S06	510	771	945	1,084	1,224
C1_S07	510	771	945	1,084	1,224
C2_S01	587	909	1,123	1,284	1,446
C2_S02	587	909	1,123	1,284	1,446
C2_S03	587	909	1,123	1,284	1,446
C2_S04	587	909	1,123	1,284	1,446
C2_S05	587	909	1,123	1,284	1,446
C2_S06	587	909	1,123	1,284	1,446
C2_S07	587	909	1,123	1,284	1,446
C3_S08	1,298	2,167	2,746	3,111	3,475
C3_S09	1,298	2,167	2,746	3,111	3,475
C4_S10	2,086	3,564	4,549	5,139	5,729
C5_S10	2,242	3,839	4,904	5,538	6,172

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

$200,000 / $600,000

Class Code	1	2	3	4	5+
C1_S01	544	831	1,022	1,171	1,320
C1_S02	544	831	1,022	1,171	1,320
C1_S03	544	831	1,022	1,171	1,320
C1_S04	544	831	1,022	1,171	1,320
C1_S05	544	831	1,022	1,171	1,320
C1_S06	544	831	1,022	1,171	1,320
C1_S07	544	831	1,022	1,171	1,320
C2_S01	629	982	1,218	1,391	1,565
C2_S02	629	982	1,218	1,391	1,565
C2_S03	629	982	1,218	1,391	1,565
C2_S04	629	982	1,218	1,391	1,565
C2_S05	629	982	1,218	1,391	1,565
C2_S06	629	982	1,218	1,391	1,565
C2_S07	629	982	1,218	1,391	1,565
C3_S08	1,410	2,366	3,003	3,400	3,797
C3_S09	1,410	2,366	3,003	3,400	3,797
C4_S10	2,278	3,903	4,986	5,631	6,276
C5_S10	2,449	4,206	5,377	6,070	6,764

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

	$250,000 / $750,000				
Class Code	1	2	3	4	5+
C1_S01	565	868	1,070	1,226	1,381
C1_S02	565	868	1,070	1,226	1,381
C1_S03	565	868	1,070	1,226	1,381
C1_S04	565	868	1,070	1,226	1,381
C1_S05	565	868	1,070	1,226	1,381
C1_S06	565	868	1,070	1,226	1,381
C1_S07	565	868	1,070	1,226	1,381
C2_S01	655	1,028	1,277	1,458	1,639
C2_S02	655	1,028	1,277	1,458	1,639
C2_S03	655	1,028	1,277	1,458	1,639
C2_S04	655	1,028	1,277	1,458	1,639
C2_S05	655	1,028	1,277	1,458	1,639
C2_S06	655	1,028	1,277	1,458	1,639
C2_S07	655	1,028	1,277	1,458	1,639
C3_S08	1,481	2,491	3,164	3,581	3,998
C3_S09	1,481	2,491	3,164	3,581	3,998
C4_S10	2,398	4,115	5,260	5,939	6,618
C5_S10	2,578	4,435	5,673	6,403	7,133

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

	$500,000 / $1,500,000				
Class Code	1	2	3	4	5+
C1_S01	621	968	1,200	1,371	1,543
C1_S02	621	968	1,200	1,371	1,543
C1_S03	621	968	1,200	1,371	1,543
C1_S04	621	968	1,200	1,371	1,543
C1_S05	621	968	1,200	1,371	1,543
C1_S06	621	968	1,200	1,371	1,543
C1_S07	621	968	1,200	1,371	1,543
C2_S01	725	1,152	1,436	1,637	1,838
C2_S02	725	1,152	1,436	1,637	1,838
C2_S03	725	1,152	1,436	1,637	1,838
C2_S04	725	1,152	1,436	1,637	1,838
C2_S05	725	1,152	1,436	1,637	1,838
C2_S06	725	1,152	1,436	1,637	1,838
C2_S07	725	1,152	1,436	1,637	1,838
C3_S08	1,669	2,825	3,595	4,066	4,537
C3_S09	1,669	2,825	3,595	4,066	4,537
C4_S10	2,718	4,683	5,993	6,764	7,534
C5_S10	2,925	5,049	6,465	7,295	8,124

Claims-Made Rates by Year (continued)

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

Class Code	$1,000,000 / $3,000,000 1	2	3	4	5+
C1_S01	696	1,100	1,370	1,563	1,755
C1_S02	696	1,100	1,370	1,563	1,755
C1_S03	696	1,100	1,370	1,563	1,755
C1_S04	696	1,100	1,370	1,563	1,755
C1_S05	696	1,100	1,370	1,563	1,755
C1_S06	696	1,100	1,370	1,563	1,755
C1_S07	696	1,100	1,370	1,563	1,755
C2_S01	816	1,314	1,646	1,873	2,100
C2_S02	816	1,314	1,646	1,873	2,100
C2_S03	816	1,314	1,646	1,873	2,100
C2_S04	816	1,314	1,646	1,873	2,100
C2_S05	816	1,314	1,646	1,873	2,100
C2_S06	816	1,314	1,646	1,873	2,100
C2_S07	816	1,314	1,646	1,873	2,100
C3_S08	1,917	3,264	4,162	4,703	5,245
C3_S09	1,917	3,264	4,162	4,703	5,245
C4_S10	3,140	5,429	6,956	7,847	8,738
C5_S10	3,380	5,856	7,506	8,466	9,426

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$100,000 / $300,000 1	2	3	4	5+
C1_S01	432	632	766	883	1,001
C1_S02	432	632	766	883	1,001
C1_S03	432	632	766	883	1,001
C1_S04	432	632	766	883	1,001
C1_S05	432	632	766	883	1,001
C1_S06	432	632	766	883	1,001
C1_S07	432	632	766	883	1,001
C2_S01	491	738	903	1,037	1,172
C2_S02	491	738	903	1,037	1,172
C2_S03	491	738	903	1,037	1,172
C2_S04	491	738	903	1,037	1,172
C2_S05	491	738	903	1,037	1,172
C2_S06	491	738	903	1,037	1,172
C2_S07	491	738	903	1,037	1,172
C3_S08	1,038	1,706	2,152	2,442	2,733
C3_S09	1,038	1,706	2,152	2,442	2,733
C4_S10	1,644	2,781	3,538	4,002	4,466
C5_S10	1,764	2,992	3,811	4,309	4,807

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$200,000 / $600,000				
	1	2	3	4	5+
C1_S01	458	678	826	950	1,075
C1_S02	458	678	826	950	1,075
C1_S03	458	678	826	950	1,075
C1_S04	458	678	826	950	1,075
C1_S05	458	678	826	950	1,075
C1_S06	458	678	826	950	1,075
C1_S07	458	678	826	950	1,075
C2_S01	523	795	976	1,120	1,263
C2_S02	523	795	976	1,120	1,263
C2_S03	523	795	976	1,120	1,263
C2_S04	523	795	976	1,120	1,263
C2_S05	523	795	976	1,120	1,263
C2_S06	523	795	976	1,120	1,263
C2_S07	523	795	976	1,120	1,263
C3_S08	1,124	1,860	2,350	2,665	2,980
C3_S09	1,124	1,860	2,350	2,665	2,980
C4_S10	1,792	3,042	3,875	4,381	4,887
C5_S10	1,923	3,275	4,176	4,719	5,262

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$250,000 / $750,000 1	2	3	4	5+
C1_S01	474	707	863	992	1,121
C1_S02	474	707	863	992	1,121
C1_S03	474	707	863	992	1,121
C1_S04	474	707	863	992	1,121
C1_S05	474	707	863	992	1,121
C1_S06	474	707	863	992	1,121
C1_S07	474	707	863	992	1,121
C2_S01	543	831	1,022	1,171	1,320
C2_S02	543	831	1,022	1,171	1,320
C2_S03	543	831	1,022	1,171	1,320
C2_S04	543	831	1,022	1,171	1,320
C2_S05	543	831	1,022	1,171	1,320
C2_S06	543	831	1,022	1,171	1,320
C2_S07	543	831	1,022	1,171	1,320
C3_S08	1,179	1,956	2,474	2,804	3,135
C3_S09	1,179	1,956	2,474	2,804	3,135
C4_S10	1,884	3,205	4,086	4,618	5,150
C5_S10	2,023	3,451	4,403	4,975	5,547

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$500,000 / $1,500,000 1	2	3	4	5+
C1_S01	517	785	963	1,104	1,246
C1_S02	517	785	963	1,104	1,246
C1_S03	517	785	963	1,104	1,246
C1_S04	517	785	963	1,104	1,246
C1_S05	517	785	963	1,104	1,246
C1_S06	517	785	963	1,104	1,246
C1_S07	517	785	963	1,104	1,246
C2_S01	597	926	1,145	1,309	1,473
C2_S02	597	926	1,145	1,309	1,473
C2_S03	597	926	1,145	1,309	1,473
C2_S04	597	926	1,145	1,309	1,473
C2_S05	597	926	1,145	1,309	1,473
C2_S06	597	926	1,145	1,309	1,473
C2_S07	597	926	1,145	1,309	1,473
C3_S08	1,324	2,213	2,805	3,177	3,549
C3_S09	1,324	2,213	2,805	3,177	3,549
C4_S10	2,131	3,642	4,650	5,252	5,855
C5_S10	2,289	3,923	5,013	5,661	6,309

Claims-Made Rates by Year (continued)

Territory 2 – Remainder of State

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
C1_S01	575	886	1,093	1,252	1,410
C1_S02	575	886	1,093	1,252	1,410
C1_S03	575	886	1,093	1,252	1,410
C1_S04	575	886	1,093	1,252	1,410
C1_S05	575	886	1,093	1,252	1,410
C1_S06	575	886	1,093	1,252	1,410
C1_S07	575	886	1,093	1,252	1,410
C2_S01	668	1,050	1,305	1,490	1,675
C2_S02	668	1,050	1,305	1,490	1,675
C2_S03	668	1,050	1,305	1,490	1,675
C2_S04	668	1,050	1,305	1,490	1,675
C2_S05	668	1,050	1,305	1,490	1,675
C2_S06	668	1,050	1,305	1,490	1,675
C2_S07	668	1,050	1,305	1,490	1,675
C3_S08	1,514	2,550	3,241	3,667	4,094
C3_S09	1,514	2,550	3,241	3,667	4,094
C4_S10	2,455	4,216	5,390	6,086	6,781
C5_S10	2,640	4,544	5,814	6,562	7,310

Extended Reporting Period Endorsement (Tail Coverage)

Extended Reporting Period (Tail) Factors
By Month

Claims-Made
Year

	1	2	3	4	5	6	7	8	9	10	11	12
1	0.150	0.230	0.310	0.380	0.450	0.520	0.590	0.660	0.730	0.800	0.870	0.940
2	1.010	1.080	1.150	1.220	1.280	1.340	1.400	1.460	1.520	1.580	1.640	1.700
3	1.730	1.760	1.790	1.820	1.850	1.880	1.900	1.920	1.940	1.960	1.980	2.000
4	2.030	2.067	2.100	2.133	2.167	2.200	2.233	2.267	2.300	2.333	2.367	2.400
5	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400	2.400

Example: An insured who has a third year claims-made policy and decides to cancel after three months have elapsed would purchase tail coverage at the year 3, three month factor (1.790), times the mature claims-made annual rate in effect at policy issuance. For claims-made year 5 and over the 2.400 factor applies.

Occurrence Rates

Territory 1 – Cook, Lake, Monroe, St. Clair and Will Counties

Class Code	$100,000/$300,000	$200,000/$600,000	$250,000/$750,000	$500,000/$1,500,000	$1,000,000/$3,000,000
C1_S01	1,346	1,452	1,519	1,697	1,931
C1_S02	1,346	1,452	1,519	1,697	1,931
C1_S03	1,346	1,452	1,519	1,697	1,931
C1_S04	1,346	1,452	1,519	1,697	1,931
C1_S05	1,346	1,452	1,519	1,697	1,931
C1_S06	1,346	1,452	1,519	1,697	1,931
C1_S07	1,346	1,452	1,519	1,697	1,931
C2_S01	1,591	1,722	1,803	2,022	2,310
C2_S02	1,591	1,722	1,803	2,022	2,310
C2_S03	1,591	1,722	1,803	2,022	2,310
C2_S04	1,591	1,722	1,803	2,022	2,310
C2_S05	1,591	1,722	1,803	2,022	2,310
C2_S06	1,591	1,722	1,803	2,022	2,310
C2_S07	1,591	1,722	1,803	2,022	2,310
C3_S08	3,823	4,177	4,398	4,991	5,770
C3_S09	3,823	4,177	4,398	4,991	5,770
C4_S10	6,302	6,904	7,280	8,287	9,612
C5_S10	6,789	7,440	7,846	8,936	10,369

Occurrence Rates (continued)

Territory 2 – Remainder of State

Class Code	$100,000/$300,000	$200,000/$600,000	$250,000/$750,000	$500,000/$1,500,000	$1,000,000/$3,000,000
C1_S01	1,101	1,183	1,233	1,371	1,551
C1_S02	1,101	1,183	1,233	1,371	1,551
C1_S03	1,101	1,183	1,233	1,371	1,551
C1_S04	1,101	1,183	1,233	1,371	1,551
C1_S05	1,101	1,183	1,233	1,371	1,551
C1_S06	1,101	1,183	1,233	1,371	1,551
C1_S07	1,101	1,183	1,233	1,371	1,551
C2_S01	1,289	1,389	1,452	1,620	1,843
C2_S02	1,289	1,389	1,452	1,620	1,843
C2_S03	1,289	1,389	1,452	1,620	1,843
C2_S04	1,289	1,389	1,452	1,620	1,843
C2_S05	1,289	1,389	1,452	1,620	1,843
C2_S06	1,289	1,389	1,452	1,620	1,843
C2_S07	1,289	1,389	1,452	1,620	1,843
C3_S08	3,006	3,278	3,449	3,904	4,503
C3_S09	3,006	3,278	3,449	3,904	4,503
C4_S10	4,913	5,376	5,665	6,441	7,459
C5_S10	5,288	5,788	6,102	6,940	8,041

2. SEDATION AND ANESTHESIA DESCRIPTION CODE

Specialist Code	Sedation and Anesthesia Code and Factors Codes 01 & 2	Code 03	Code 04
01 General Dentist	1.000	1.075	1.200
02 Board Eligible or Board Certified General Dentist	1.000	1.050	1.100
03 Periodontists	1.000	1.050	1.100
04 Prosthodontist	1.000	1.050	1.100
05 Endodontist	1.000	1.050	1.100
06 Orthodontist	1.000	1.050	1.100
07 Pediatric Dentist	1.000	1.025	1.050
08 Oral Pathologist	1.000	1.000	1.000
09 Oral Radiologist	1.000	1.000	1.000
10 Oral and Maxillofacial Surgeon	1.000	1.000	1.000

3. EXTRA ORAL NON-SURGICAL COSMETIC PROCEDURES FACTOR

Class Plan Classification	**Factor**
Class 1, 2 and 3	2.50
Class 4 and 5	1.15

4. MINIMUM PREMIUMS

Limit of Liability	**Minimum Premium**
$100,000/$ 300,000	$425
$200,000/$ 600,000	$485
$250,000/$750,000	$505
$500,000/$1,500,000	$565
$1,000,000/$3,000,000	$663

Excess Limits

Each Additional Excess Limit Increment of $1,000,000	$100

5. EXCESS LIMITS FACTORS (Applies to $1M/$3M Primary Limit Premium)

Excess Limit	**Factor**
$1,000,000	0.0480
$2,000,000	0.0960
$3,000,000	0.1450
$4,000,000	0.1935
$5,000,000	0.2225

6. ANNUAL PREMIUM PAYMENT DISCOUNT

	Factor
	1.5%

7. PART TIME DENTIST, SEMI-RETIRED AND MOONLIGHTING DISCOUNT FACTOR

Number of Hours in Practice	**Factor**
20 hours or less per week	0.50
21 hours or more per week	1.00

8. ADDITIONAL INSUREDS PREMIUM CHARGE FACTOR

10% Premium Charge (each additional insured)	**Factor**
	1.10

9. NEW DENTIST DISCOUNT FACTORS

Years in Practice	**Factor**
First Year	0.50
Second and Third Year	0.75

10. FACULTY DISCOUNT FACTORS

Appointment Status	**Factor**
Full-Time	0.70
Half-Time	0.80
Part-Time	0.90
Zero-Time	1.00

11. ASSOCIATION AND MEMBERSHIP CREDIT

Membership/Association	**Factor**
ADA Member	0.975
AGD Member	0.95
AGD Fellowship	0.90
AGD Mastership	0.85

12. RISK MANAGEMENT EDUCATION FACTOR

	Factor
	0.95

13. LONGEVITY CREDIT

	Factor
Year 1	1.00
Year 2	1.00
Year 2	1.00
Year 4	1.00
Year 5	0.99
Year 6	0.99
Year 7	0.98
Year 8	0.97
Year 9	0.96
Year 10 and Greater	0.95

14. WAIVER OF CONSENT TO SETTLE DISCOUNT

Factor
0.90

15. SCHEDULED RATING PROGRAM

	Range of Modifications	
	Credits	Debits
Operational controls and procedure mix, such as but not limited to mandatory referrals for extractions, use of consent forms, internal documentation practices, implant procedures and laser use, and extraction of impacted third molars.	-10%	+10%
Practice Characteristics, such as but not limited to single verses multiple locations, degree of severity presented by area of specialization, volume of patient traffic, number of years of patient experience.	-10%	+10%
Loss Control procedures, such as but not limited to training and retraining of all employees on the safest way to do their job; promoting safety awareness; conducting frequent safety inspections of all work areas; having an office safety program; using proper sterilization techniques to ensure environmental is free from the possibility of contamination from blood-borne pathogens.	-10%	+10%
Claim peculiarities, such as but not limited to who was responsible for the loss (Insured Dentist, Employee of Insured Dentists, Partner, Independent Contractor- this is for the respondeat superior or indemnity exposures); frequency or lack of administrative actions such as peer review, office of professional discipline or dental board complaints; frequency or lack of claims for return of fees.	-10%	+10%

Maximum Debit/Credit = 25%

16. DEDUCTIBLE OPTIONS

Deductible	Factor
$0	1.00
$1,000	0.95
$2,500	0.90
$5,000	0.81
$10,000	0.70

17. PARTNERSHIP CORPORATION PROFESSIONAL ASSOCIATION COVERAGE RATING FACTORS

Limit of Liability	Number of Insureds				
	2-5	6-9	10-19	20-49	50 or More
$100,000/$ 300,000	1.23	1.21	1.17	1.13	1.10
$200,000/$ 600,000	1.20	1.19	1.15	1.11	10.8
$250,000/$ 750,000	1.18	1.17	1.13	1.09	1.07
$500,000/$1,500,000	1.10	1.10	1.09	1.07	1.05
$1,000,000/$3,000,000	1.10	1.10	1.09	1.07	1.05

Rating factors apply to dentists insured by the company. For each dentist or oral surgeon not insured by the company the rating factor will be two times the rating factor for insured dentists.

Example: In a group practice of five dentists where the company insures three of the dentist the premium will be calculated by applying a rating factor of 1.10 (10% charge) to the sum of premium for those insured dentists plus the premium calculated by applying a rating factor of 1.20 (20% charge) to the sum of the premium for dentists not insured by the company. The premium used for dentists not insured by the company will determined by using the rates for the dental specialty if insured by the company.

18. LOSS EXPERIENCE PROGRAM

A. Loss Free Discount

Years Claim Free	Factor
10 + years claim free	0.90
9 years claim free	0.91
8 years claim free	0.92
7 years claim free	0.93
6 years claim free	0.94
5 years claim free	0.95
4 years claim free	0.96
3 years claim free	0.97
2 years claim free	0.98
1 year claim free	0.99

B. Loss Experience Debit

Chargeable Loss	1 loss	2 loss	3 loss	4 loss
$0 - $3,000	1.05	1.10	1.15	1.20
$3,001 - $10,000	1.10	1.15	1.20	1.25
$10,001 - $20,000	1.15	1.20	1.25	1.30
$20,001 - $30,000	1.20	1.25	1.30	1.35
$30,001 - $40,000	1.25	1.30	1.35	1.40
$40,001 +	1.30	1.35	1.40	1.50

19. PRACTICEGUARD® FOR DENTISTS

	Premium Charge
Automatic Coverage	$78
Optional Coverage	$104

20. BOARD EXAMINATION AND INTERVIEW COVERAGE PREMIUM CHARGE

Premium Charge
$30

21. SUSPENSION OF COVERAGE

95% Premium Discount	Factor
	0.05

22. CONTRACTUAL LIABILITY FACTOR

5 % Premium Charge (each insured contract)	Factor
	1.05

DENTISTS AND ORAL SURGEONS

STATE RULES AND EXCEPTIONS MANUAL

ILLINOIS

DENTIST AND ORAL SURGEON PROFESSIONAL LIABILITY

ILLINOIS STATE RULES AND EXCEPTIONS

1. Item III, Quarterly Installment Options, is hereby added to Section 1, Introduction, as follows:

III. QUARTERLY INSTALLMENT OPTIONS

1. Quarterly Installment Option One

   a. A minimum initial deposit required, which shall be 40 percent of the estimated total premium due at policy inception;
   b. The remaining premium spread equally among the second, third and fourth installments at 20 percent of the estimated total premium, and due 3, 6 and 9 months from policy inception, respectively;
   c. No interest or installment charges;
   d. Additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction; and
   e. The installment plan will be limited to insureds whose premium exceeds $500.00 per year.

2. Quarterly Installment Option Two – (35/25/25/15)

   a. A minimum initial deposit required, which shall be 35 percent of the estimated total premium due at policy inception;
   b. The remaining premium will be 25 percent for the second and third installments and 15 percent for the fourth installment, and due 3, 6 and 9 months from policy inception, respectively;
   c. No interest or installment charges;
   d. Additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction; and
   e. The installment plan will be limited to insureds whose premium exceeds $500.00 per year.

2. Item D, Reporting Endorsements Coverage is hereby added to Section 2, Classification and/or Rating Modifications and Procedures, as follows:

D. Reporting Endorsement Coverage

The calculations for changes in exposure are performed by weighting the mature claims-made annual rates in effect at policy issuance for each period of differing exposures. These calculations are appropriate for changes in practice specialty or changes in rating territory that would affect a calculated rate. This method can be generalized by using the following weights and formula to calculate a rate for the upcoming year.

Number of years policy written	Claims-Made Year				
	1	2	3	4	5+
1	100%				
2	50%	50%			
3	37.5%	37.5%	25%		
4	33 1/3%	33 1/3%	22 2/9%	11 1/9%	
5+	30%	30%	20%	10%	10%

1. Mature claims-made annual rate in effect at policy issuance for the current practice and territory times the sum of the weights for the claims-made years in effect.

2. Plus mature claims-made annual rate in effect at policy issuance for the prior practice and territory times the sum of the weights for the claims-made years in effect.

For example, if an oral surgeon had practiced oral surgery for over five years, then stopped practicing oral surgery and began to practice general dentistry at the renewal two years prior to the electing the Reporting Endorsement Coverage, the appropriate base premium for the upcoming policy period would be:

General Dentistry mature claims-made annual rate in effect at policy issuance times (30% + 30%),

plus oral surgery mature claims-made annual rate in effect at policy issuance times (20% + 10 % + 10%)

This method is applied in a similar manner if more than one practice change occurred during the previous four years. The components are pro-rated if the change occurred at a date other than the policy anniversary date.